Department of
RECD
MAR 19 1952
Educational and Medical Work

March 18, 1952

RE: HAINES, ALASKA
Native's Lease:
Eli Phillips, Tenant

The Rev. Donald A. Schwab, Executive
Haines House
Haines, Alaska

Dear Mr. Schwab:

I recall very well your last visit to my office. At that time you were contemplating a trip to Haines with a great deal of anticipation. By this time you are no doubt familiar with the local situation and the rather complicated native leases.

I have found in checking my files that on the 23rd of November, 1949, we leased the following described property to Eli Phillips:

> ALL that plot or parcel of land, situate, lying and being in the Town of Haines, Territory of Alaska, known as Lots Nos. 1 and 2, in Block 4, as shown on map entitled "Map showing location of Improvements in U.S.Survey No.735, Presbyterian Mission Reserve" by W. Muncaster, dated March, 1948, being lots of land fronting 61' on the southerly side of Main Street and being 140' feet in depth. Less the northerly 10.95 feet thereof, previously conveyed to the Town of Haines, a municipal corporation, by deed from Landlord dated Nov. 7, 1949.

This lease expired on December 31, 1951 and has not been renewed. Before preparing another lease I thought it would be advisable to write to you and find out whether Mr. Phillips is still occupying the property, and, if so, whether you wish the lease renewed.

Please let me hear from you.

Sincerely yours,

Lucien H. Tribus
Legal Counsel

LHT:D

cc: Dept.of Educational & Medical Work

HAINES HOUSE, HAINES, ALASKA

Department of
APR 1 1952
Educational and Medical Work

March 27, 1952

Mr. Lucien H. Tribus
156 Fifth Avenue
New York 10, New York

My dear Mr. Tribus:

It was good to receive your letter of March 18 for it brought back memories of my visit to New York and a very pleasant dinner with you.

I presume that the Eli Phillips lease which expired last December, should be renewed. Mr. Phillips is not able to do heavy work such as fishing, since his discharge from the sanitarium, and he has a large family. They had attended church regularly until about two weeks ago when the whole family moved to Skagway where he has a temporary job. However, they have left all of their things in the house and I'm sure will want to keep it.

I do wish to raise a question with reference to both of these leases, however. The city of Haines is installing a sewer and water system. Jerry Strong, a son-in-law of Mrs. Jennie Warren whose lease we had just renewed, was in to see me this morning. He is anxious to add an inside toilet and connect to the city sewer for Mrs. Warren and dispose of the one they have had outside. It will be necessary to do this for the building is within the city limits, and the city is going to "outlaw" outside toilets. He wants to convert the present kitchen to a bathroom and add a kitchen to the building. I note the lease, however, does not allow any additional construction without prior written consent. Mrs. Warren is anxious to fix up her building and occupy it again this summer when she returns from Klukwan, and will need this consent.

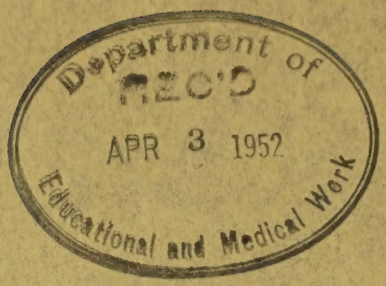
I understand that the Phillips do not have an outside toilet and, of course, do not have one inside nor the money to pay for one, yet it will be necessary for them to comply with the new city ordinance. Will you kindly advise what you and Miss Gladfelter wish done in the matter.

With all best wishes, I am,

Very sincerely yours,

Donald A. Schwab

DAS:mk
cc: Miss Katharine Gladfelter



RE: HAINES HOUSE,
April 2, 1952 HAINES, ALASKA

The Rev. Donald A. Schwab
Haines House
Haines, Alaska

Dear Mr. Schwab:

Thank you for your letter of March 27, 1952.

Personally I would have no objection at all to Mr. Phillips and Mrs. Jennie Warren hooking up to the city sewer. I note that Mrs. Warren's son-in-law, Jerry Strong, is anxious to construct a kitchen and a bathroom to the building which she rents. I do not believe it is wise for the tenants to spend much money on property which they do not own. Some day we will undoubtedly not renew the leases and then they will be in the position of having a substantial investment in the property which will be entirely lost. I would be more in favor of the Board's complying with the regulation and hooking the houses up to the sewer system at its own expense rather than have the tenants do it. I would appreciate it very much if you would talk with Dr. Mowry about this if you have the opportunity, and I will most certainly confer with Miss Gladfelter.

In the meantime it might be well to sound out both the Phillips and Warrens and ascertain if they would be willing to purchase the property which they occupy as tenants and then let Miss Gladfelter know.

Sincerely yours,

L. H. T.
Lucien H. Tribus
Legal Counsel

LHT:D
cc: Dept. of Educational & Medical Work

April 4, 1952

AIRMAIL

My dear Mr. Schwab:

I have just seen, on my return to the office, copies of your recent correspondence with Mr. Tribus relative to the hooking up of the cottages occupied by Mr. Phillips and Mrs. Warren to the new City sewer and water system.

Mr. Tribus, of course, has a very good point in stating that it does not seem wise for the tenants to spend much money on property which they do not own. On the other hand since their occupancy of the cottages may prove temporary and since any new buildings to be erected on these particular lots might not be in the same location, we hesitate to have the Board go to the expense of making the connections.

Mr. Tribus suggested that you ascertain whether the Phillips' and the Warrens' would be willing to purchase the property which they occupy as tenants. Instead of purchasing is there any possibility that they would wish to move their houses to some of our property farther out Main Street, i.e., outside the city limits, where the question of hook up would not be a problem either for them or for the Board?

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Department of
Educational and Medical Work

The Rev. Donald A. Schwab
Haines House
Haines, Alaska

KEG:mhc
cc: Mr. Tribus

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Dept.of Educational & Medical Work-Miss Goddard
FROM: Mr. L. H. Tribus DATE April 9, 1952
RE: Native Lease - Eli Phillips,
Haines, Alaska

Attached please find native lease for period January 1, 1952 to December 31, 1954 between the Board and Eli Phillips. Please have him execute all three copies, retaining one copy for his file, and returning the other two to this office - one for your office and the other for our files.

Lucien H. Tribus
Legal Counsel

D.
Attach.

Department of
REC'D
APR 9 1952
Educational and Medical Work

Haines House
Haines, Alaska
Owned and operated by
Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Executive

Department of
REC'D
APR 24 1952
Educational and Medical Work

April 18, 1952

Miss Katharine E. Gladfelter
Board of National Missions
156 Fifth Ave.
New York 10, N. Y.

My dear Miss Gladfelter:

Mr. Mowry and I discussed the Phillips - Warren leases but did not talk to either Mr. Phillips or Mrs. Warren as both of them are temporarily away from Haines. We both hesitate to ask the tenants to spend money on property that they do not own but question the wisdom of the Board paying for the sewer connections. In each case it would mean not over fifty feet of digging between the building and the point where the city sewer line will connect.

Since the fixtures themselves would still have value on the termination of a lease, we thought perhaps the fair thing to do would be to increase the lease to a five year period. This would not make the cost prohibitive and still would be fairer to them. One of the men on the City Council tells me that they both plan to hook up to the sewer since the city will not tolerate outdoor toilets.

Both of the buildings are so old that the cost of moving them to another location would be prohibitive. Gerry Strong, Mrs. Warren's son-in-law stated that he would welcome an option to buy. (This in itself might cause difficulty in the future since it probably would mean Gerry Strong acquiring the improvements in the event of Mrs. Warren's death.)

Very sincerely yours,

H. A. Schwab

4-24-52
1- lease one year at a time only; property to increase in value
2- let tenants hook up - they should carry cost.
HSG

5/6

April 23, 1952

AIRMAIL

My dear Mr. Schwab:

SOS - please let us have your reply to my letter of April 4 relative to hooking up the cottages occupied by Mr. Phillips and Mrs. Warren to the new city sewer and water system.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Department of
Educational and Medical Work

Rev. Donald A. Schwab
Haines House
Haines, Alaska

KEG:mhc

Dictated by Miss Gladfelter
but signed in her absence

Mr. Tribus - Property Department
Miss Goddard - Ed. & Med. Work
Haines House, Haines, Alaska

April 28, 1952

We have received the attached letter from Mr. Schwab in regard to the question of sanitary installations in two of the cottages in the native village at Haines House, Haines, Alaska. Miss Gladfelter is not in favor of Mr. Schwab's suggestion that we increase the lease period to five years, since she feels that we may want to dispose of the property before that time, and of course you know it is increasing in value. She also wished to register her opinion that the Board should not be put to any expense for a sewer hook-up, but that if the tenants wished to make these installations they do so at their own expense. We would appreciate it if you would review this situation in connection with the leases now in force and let us have your opinion.

We have not yet sent on to Mr. Phillips the lease which Mr. Locke signed on April 8. Please let us know if there is any reason why we should hold this longer.

Florence M. Goddard

FMG/as

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Dept.of Educational & Medical Work-Miss Goddard
FROM: Mr. L. H. Tribus DATE May 1, 1952
RE: Haines House, Haines, Alaska
(Native Leases)

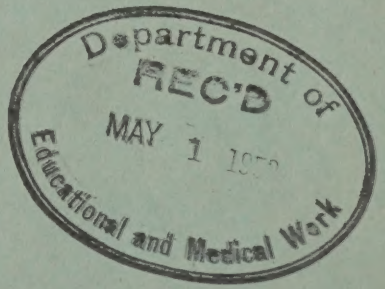
In my judgment the tenants should pay the cost of a hook-up to the city sewer. They have been occupying these premises for many years at a purely nominal cost and I see no reason why they cannot comply with a local ordinance regarding hook-up to the sewer at their own expense. I would not be in favor of extending the leases for five years.

I see no reason why we cannot send the Phillips lease on to Mr. Schwab for signature of the tenant and then to be returned to this office.

L. H. T

Lucien H. Tribus
Legal Counsel

LHT:D



May 2, 1952

My dear Mr. Schwab:

Your letter of April 18 in regard to the Phillips - Warren leases for lots in the native village reached the office just before Miss Gladfelter left for a short trip. She asked me to discuss this with Mr. Tribus and then write you.

Mr. Tribus agreed with her feeling that we should not increase the period of the lease to five years, since this property is increasing in value and we might wish to sell it. Therefore, we would approve of continuing the arrangement for just one year at a time.

Mr. Tribus and Miss Gladfelter both felt that in view of the very small amount of rent paid by the tenants, the Board should not be expected to put money into the property by installing sewer connections. If the tenants wish to make these installations at their own expense there would be no objection on the part of the Board.

In an earlier letter Miss Gladfelter raised a question as to whether or not these tenants would wish to purchase the lots on which their homes are located. In reply you stated that Mrs. Warren's son-in-law might like to buy, but you did not say anything about Mr. Phillips. After you have had an opportunity to discuss this matter further with these people, we would be glad to have any further recommendations you may wish to make.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Mr. D. A. Schwab
Haines House
Haines, Alaska

FMG/as

June 27, 1952

My dear Mr. Schwab:

Awhile ago, we had correspondence with you about the lease to Eli Phillips for one of the lots in the native village. At that time, we raised a question as to whether or not Mr. Phillips would be interested in purchasing his lot. I cannot find that we have had a reply to this question, and would ask you to let us know whether or not you have had an opportunity to discuss this with him.

We had been holding the lease which Mr. Tribus prepared waiting for your reply, but think that these should not be held longer; therefore, we are enclosing three copies of this lease and would ask you to secure Mr. Phillips' signature on each copy. One copy may be retained by Mr. Phillips, one copy kept for your files and the third copy should be returned to this office.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Mr. Donald A. Schwab
Haines House
Haines, Alaska

FMG/aw
Enc. 3 leases

August 27, 1952

My dear Mr. Schwab:

On June 27, we sent you three copies of the lease drawn up with Eli Phillips for one of the lots in the native village and asked that you secure Mr. Phillips' signature on these leases and return one copy to this office. To date, we have not received this and would appreciate it if you would look into the matter and let us have the signed copy of the lease as soon as possible.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Rev. Donald A. Schwab
Haines House
Haines, Alaska

FMG:aw

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Executive

September 4, 1952

My dear Miss Gladfelter:

I have at long last been able to get hold of Paul Eli Phillips, concerning whom we have had correspondence, and have had him complete the lease. You will find inclosed a dollar, together with the original.

Mr. Phillips states that he is interested in purchasing this lot. He also stated that he had tried to buy the lot some time ago, although I can find no correspondence in the files regarding this. I doubt if he has the money now, since he has not been too well, and he has a large family.

How much do you wish to ask for this lot, and could it be purchased on time ?

Very sincerely yours,

Enc. Phillips lease

D. A. Schwab

September 10, 1952

My dear Mr. Schwab:

Your letter of September 4 has come to my desk for attention. We are glad to have received the lease which Paul Eli Phillips has signed and are turning this over to the Property Department.

Thank you also for enclosing the $1 to cover the payment due on the lease.

In regard to the question of purchase of this lot by Mr. Phillips we would ask you to make inquiries to determine if you can what this lot is worth. At the same time, we would suggest that you ask Mr. Phillips to make an offer on the lot if he is interested in purchasing it.

The Board has not set any definite figure and we would need to compare values of similar lots before determining the price.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Mr. Donald A. Schwab
Haines House
Haines, Alaska

FMG:ab

Mr. Tribus
Florence M. Goddard--Ed. & Med. Work
Lease--Haines House, Haines, Alaska

September 10, 1952

Attached you will find the lease for Lots No. 1 and 2 in Block 4 of the Cottage Settlement at Haines, Alaska. This has now been signed by Paul Eli Phillips. He has also sent in the payment of $1 required in connection with this lease. You will recall that we discussed the possibility of selling this lot to Mr. Phillips if he was interested in purchasing it. Mr. Schwab has now replied to this question that Mr. Phillips is interested and that he tried to buy it some time ago; but Mr. Schwab says he finds no correspondence in his files about it and I doubt whether we have had any.

He also asks what we would ask for the lot, and I am suggesting that Mr. Schwab ask Mr. Phillips to make an offer and at the same time make inquiries locally to determine the value of the lot. Do you have any information in your files as to the probable value?

Florence M. Goddard

INTER-OFFICE CORRESPONDENCE

Board of National Missions

To Dr. Jackman

From Miss Gladfelter October 15, 1952

Re Haines House

This is in reply to your memo of September 24 asking for information for Mr. Hunter of Sitka pertinent to the statement made at a meeting of the Lions Club by Mr. Roberts of Mt. Edgecumbe to the effect that "some elderly Indian people in Haines had been ordered off the land of the Presbyterian Church and their homes had been burned."

We were puzzled by the statement since as far as we know, there have been no recent questions about any of the property at Haines and no homes burned at any time. Frankly, I am surprised that a responsible government official would make such a statement without first attempting to verify it. However, since it was made, here are the facts as we have culled them from the records.

Some seven years ago, in 1945 to be exact, the Board first began to take steps to clear up questions related to the so-called native leases for parts of its property in Haines. These steps were taken in part because many of the leased lots were not being used and the leases had lapsed due to non-payment of rental; in part because some of the properties on Main Street were an eyesore and unsanitary; and in part because the town of Haines was urging the sale for business purposes of some of the Board's unused Main Street property to facilitate the development of the town in the interests of the entire community both white and Indian.

Most of the lots which had at one time been leased to Indians contained no houses. There were however four cases in which houses were involved so here are the facts relative to these:

Eli Phillipps: Lot located on Main Street between Fourth and Fifth Avenues. House occupied at times by the family. Lease renewed regularly and still in effect. House intact on property.

Mrs. Eddie Warren: Facts identical with those for the Eli Phillips lot and house.

Mr. David Hotch: Lot located on Main Street between Second and Third Avenues in an area which the town was especially eager to have opened up. House used primarily to store fishing gear. Occupied occasionally when Mr. Hotch was in Haines. Mr. Hotch, whose lease was due to expire March 31, 1950, was notified in October, 1949, of the probable opening up of the section between Second and Third Avenues for sale. He was told at that time in a conference in Haines with Mr. Tribus and

myself that he would have first chance to bid on the leased lot and that his bid could be made any time before March 31, 1950. We also suggested when he stated that he needed a place to store fishing gear and to stay in when he visited Haines that we would be glad to sell him a lot further out since the present location in the business district of the town was not essential for the limited use made of the house.

On May 20, 1950, when no bid had been received from Mr. Hotch, the lease had lapsed, and he had not moved the house, Mr. Armstrong wrote to follow up a conversation on April 17 and to suggest that if Mr. Hotch did not intend to bid on the property the house be removed within a month, i.e. by June 20, so that others might feel free to bid. Mr. Armstrong stated in this letter that if Mr. Hotch was interested in purchasing he would be given every consideration.

Mr. Hotch evidently replied to this letter for on May 26, 1950, Miss Miller wrote him to say that she was glad to have his letter of the 24th and know that he was working on moving the house and that she hoped the work could be completed by June 20 as suggested by Mr. Armstrong.

The house was evidently not moved however as there is a reference to it in a letter of May 5, 1951 to Mr. Hotch from Miss Miller. In this she stated that she had had word from the Board that the lot had been sold and pointed out that while Mr. Hotch had actually waived his claim to the house since he had not removed it and since according to the lease (which had lapsed a year previously) it had reverted to the Board a month after the expiration of the lease, she hoped that he could get something out of the sale of the building to the purchaser. There is no correspondence after this date.

Mrs. William High (formerly Mrs. John Abbott): Lot located on Main Street between Second and Third Avenues. Lease made originally by John Abbott, Mrs. High's first husband. (The second husband, Mr. High, is a white man.) The family had moved residence to Juneau so the house in Haines was seldom used and in bad condition.

Mrs. High was notified in May, 1947, that the lease would not be renewed when it expired the following October because of the possibility that this section of the Haines property would be sold for business purposes. In November after the lease had expired Miss Miller wrote again to request that the house be removed within the next ten days and to explain that our lawyers in Juneau had advised that this was the legal procedure to follow and that in case the building was not removed it would revert to the owner of the land.

In April, 1948, when the house had not been moved, Miss Miller after again consulting our lawyer called on Mr. and Mrs. High in Juneau to explain that in view of the Board's desire to clear up the leases she felt it necessary to move the house since they had not done so. During this visit she asked where they wished the furniture stored but no directions were given.

The Nighs asked that action be delayed until June but Miss Miller felt that this would only prolong the problem. She then investigated the house and found that it had already been broken into and had evidently been used as a hangout for drinking. The furniture was removed and stored temporarily in the church basement and several truck loads of trash were burned in an attempt to clean up the premises. The building was then removed by a resident of Haines and the furniture was turned over to the Nighs in August when they visited Haines.

Mrs. Nigh wrote us on June 28, 1948, that she had tried several times to contact us but had received no reply. She claimed compensation for the house and personal belongings and said suit would be entered in the District Court at once if payment were not made. In reply we wrote her that no previous communications had been received, outlined the history of the case as given above and explained that there was no value to the house and much of the contents but that the furniture had been salvaged and stored, and while actually no longer legally her property would be turned over to her by Miss Miller. No reply to this letter was received.

One other building was the cause of some correspondence. This was a garage on a lot between Second and Third Avenues. It was owned originally by Mrs. Nigh and sold by her in October, 1945, to Mr. Schehee, a white man living in Haines. She requested that the lease be transferred to him but the Board was not willing to do this. In October, 1947, after Mr. Schehee had had the use of the lot for two years without paying any rent and after several verbal requests had been made for the removal of the garage Miss Miller wrote to ask that the building be removed within ten days. The building was not removed but was later condemned by the Town and removed by the Mission.

I am attaching a copy of this memo for Mr. Hunter.

Katharine E. Gladfelter

KEG:sb

cc for Mr. Hunter

Miss Goddard
Miss Gladfelter

December 16, 1952

This is to report that in a conference with Mr. Schwab on December 15, relative to the property at Haines being leased by Mr. Phillips, it was agreed that we would let the lease continue to run for the time being.

At present, Mr. Phillips, who has tuberculosis, has been returned to the sanitarium for an indefinite period. Mrs. Phillips is not well and so the whole future use by the family of the property they are now leasing is in question. For this reason, it seems better not to pursue the question of the sale at the present time.

Katharine E. Gladfelter

KEG:vb

Miss Goddard
Miss Gladfelter

December 16, 1952

This is to report that in a conference with Mr. Schwab on December 15, relative to the property at Haines being leased by Mr. Phillips, it was agreed that we would let the lease continue to run for the time being.

At present, Mr. Phillips, who has tuberculosis, has been returned to the sanitarium for an indefinite period. Mrs. Phillips is not well and so the whole future use by the family of the property they are now leasing is in question. For this reason, it seems better not to pursue the question of the sale at the present time.

Katharine E. Gladfelter

KEG:vb

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Dept. of Educational & Medical Work-Miss Goddard
FROM Mr. L. H. Tribus DATE September 18, 1952
RE: Haines House, Haines, Alaska
((Paul Eli Phillips Lease)

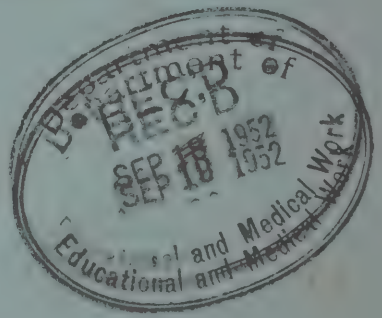
This is in reply to your memorandum of September 10, 1952.

Mr. Phillips' lease indicates that he is leasing Lots 1 and 2 in Block 4. We have generally considered these lots to be worth $1,000 apiece. However, as the City of Haines develops, these main street lots will become more and more valuable so I suggest that you write Mr. Schwab and ask him to secure a cash offer from Mr. Phillips. I would think that $2,000 would be a fair price for the entire property. The building, as I recall it, does not amount to much and also I believe does not belong to the Board.

I will be glad to have copies of any correspondence.

L.H.T

Lucien H. Tribus
Legal Counsel



LHT:D

Do Not Use This Space

Paul
Haines
E.S.
Phillips

MEMORANDUM FOR TREASURY

Board of National Missions

Date **September 10, 1952**

Amount $ **1.00**

Remitter **Haines House** Address **Haines, Alaska**

Donor **Paul Eli Phillips** Address **Haines, Alaska**

Account to be Credited **202 Rents and Sales**

Additional Information **Payment on lease of Lots No. 1 and 2 in Block 4 of Cottage Settlement at Haines, Alaska**

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Miss Goddard
FROM Miss Gladfelter
RE:

DATE December 16, 1952

This is to report that in a conference with Mr. Schwab on December 15, relative to the property at Haines being leased by Mr. Phillips, it was agreed that we would let the lease continue to run for the time being.

At present, Mr. Phillips, who has tuberculosis, has been returned to the sanitarium for an indefinite period. Mrs. Phillips is not well and so the whole future use by the family of the property they are now leasing is in question. For this reason, it seems better not to pursue the question of the sale at the present time.

K.E.G.

Katharine E. Gladfelter

KEG:vb

#13
Austin
179

Eli Phillips here

2/4/55

Exp. 12/31/54

8/10

Miss Goddard no

checking.

FU 3/1/55

Department of
REC'D
JUN
Educational and Medical W

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Miss Goddard
FROM Miss Gladfelter
RE:

DATE June 23, 1955

The attached lease with Eli Phillips for the lot which he was occupying in Haines is marked expired December 31, 1954.

This lease turned up attached to some Other Property Matters to which it was completely unrelated. I have held it up therefore so that you might see it and if any follow-up is needed, take care of this on your return.

KEG

Katharine E. Gladfelter

KEG:cmh

Miss Goddard
Miss Gladfelter

June 23, 1955

The attached lease with Eli Phillips for the lot which he was occupying in Haines is marked expired December 31, 1954.

This lease turned up attached to some Other Property Matters to which it was completely unrelated. I have held it up therefore so that you might see it and if any follow-up is needed, take care of this on your return.

Katharine E. Gladfelter

KEG:cmh

NATIVE'S LEASE

THIS INDENTURE, made the 22 day of August, 1955, between the BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, a New York corporation, duly authorized to conduct and carry on its work in the Territory of Alaska, Landlord, and ELI PHILLIPS, of the Town of Haines, Territory of Alaska, Tenant, WITNESSETH:

The Landlord, in consideration of One ($1.00) Dollar, receipt of which is hereby acknowledged, and more particularly in consideration of the covenants hereinafter reserved and contained, has granted, demised and farm-let, and by these presents does grant, demise and farm-let unto the said Tenant the following described property:

> ALL that plot or parcel of land, situate, lying and being in the Town of Haines, Territory of Alaska, known as Lots Nos. 1 and 2, in Block 4, as shown on map entitled "Map showing location of Improvements in U.S.Survey No.735, Presbyterian Mission Reserve" by W. Muncaster, dated March, 1948, being lots of land fronting 61 feet on the southerly side of Main Street and being 140 feet in depth. Less the northerly 10.9± feet thereof, previously conveyed to the Town of Haines, a municipal corporation, by deed from Landlord dated Nov. 7, 1949.

TO HAVE AND TO HOLD said lots, pieces or parcels of land unto the said Tenant from the first day of Jan., 1955, to and including the thirty-first day of Dec., 1955, and in consideration whereof the Tenant does hereby COVENANT AND AGREE to and with the said Landlord, as follows:

(1) That he the said Tenant, at his sole cost and expense, shall and will during the period of this lease keep in good repair and maintain or cause to be maintained or repaired on the said premises hereby leased, the house or houses, building and/or structures now or hereafter erected on said premises, and any additions thereto;

(2) That the Tenant shall and will keep the entire premises clean and in a sanitary condition, subject to inspection at least once each month or oftener by an authorized agent of the Landlord, the frequency of such inspection to be within the discretion of said agent;

(3) That the Tenant will not erect or construct any additions to the buildings or structures now upon said premises, nor will he erect or construct any additional buildings or structures, without prior consent of the Landlord;

(4) That the Tenant shall and will, at his own proper costs and charges, bear, pay and discharge all water rents, road taxes and all street or sidewalk and such duties, taxes, assessments

and payments that shall during the term hereby granted be imposed or grow due or payable out of or for said demised premises by virtue of any present or future law of the United States of America, the Territory of Alaska, the Commissioner's Precinct, the Town of Haines or otherwise;

(5) The Tenant shall not, nor will he at any time hereafter during the term hereby granted, lease, let or demise either all or any part of said premises, nor assign, transfer, nor make over the same, nor any of his term, time or right therein, to any person or persons whomsoever, nor take into any house now standing upon said premises, or to be hereafter erected thereon, any person, or at all, nor upon said premises during said term, nor permit or allow to be taken into such house or upon said premises, a family other than his own immediate household, without the written consent of the Landlord given by or through its agent, the Missionary in charge of said Haines Mission, or other authorized representative of said Board for that purpose first had and obtained; anything herein contained to the contrary notwithstanding; and

(6) The Tenant shall not nor will he at any time during the term hereof permit or allow any gambling devices to be placed upon said premises hereby leased, or permit or allow gambling of any kind or character to be carried on thereon or therein, nor will he permit or allow intoxicating liquor or beverages of any kind to be taken upon or into said premises or to be used or to be sold, given away or disposed of, consumed with or without price thereon; nor will he permit or allow the said property or any part thereof to be used for any immoral purposes or for any purpose calculated to bring discredit upon or injury to the work of said Landlord, nor to impair the value of the surrounding property.

AND IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that the Tenant will surrender and deliver up to the Landlord the possession of said premises without fraud or delay at the termination of this lease, either by expiration of the period hereof or because of a breach of any of the covenants and agreements herein contained, except that the Tenant shall have the right, for thirty days after such termination, to enter upon said premises for the sole purpose of removing, within said thirty days and at his own proper cost and expense, all houses, buildings or structures from the premises hereby leased, and if the same shall not be removed within the said thirty days, the same, together with all articles of personal property contained therein or on the premises, shall revert to and become and be the property of the Landlord as liquidated damages for breach of this lease.

~~[illegible]~~

This lease shall become null and void in the event of the total or partial destruction of the premises by fire, there being no responsibility on

the part of the Landlord to repair or rebuild.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year in this instrument first above written.

Signed, sealed and delivered
in the presence of

Leonor B. Loreman

BOARD OF NATIONAL MISSIONS OF THE
PRESBYTERIAN CHURCH IN THE UNITED
STATES OF AMERICA

By s/ A. Allen Locke
A. Allen Locke, Treasurer

Landlord

s/ Paul Eli Phillips
ELI PHILLIPS,

Tenant

Mr. Tribus
Miss Goddard
Haines, Alaska - Native Village Property
Eli Phillips Lease

September 15, 1955

Attached is the lease which Mr. Phillips has signed covering the property known as Lots #1 and 2 Block 4, Haines, Alaska. Mr. Frank has sent in a rental of $1.00 and we are crediting this to the Rents and Sales account.

Florence M. Goddard

FMG:cmh
Att.

4/25

August 9, 1955

Mr. Tribus
Miss Goddard
Haines House, Haines, Alaska
Leases for lots in native settlement

I am returning the expired lease made out to Eli Phillips. We shall appreciate it if you will renew the two following leases:

Block 4 - Lots 1 & 2 - Eli Phillips from January 1st, 1955 for one year.
Block 4 - Lots 3 & 4 - Mrs. Jenny Warren from January 1st, 1955 for one year.

I believe the previous arrangement for each of these was at the rate of $1.00 a year.

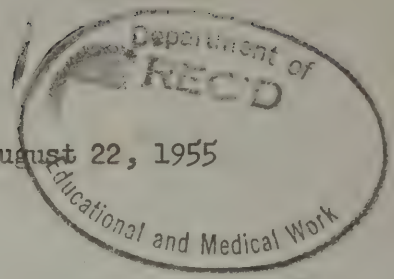
I believe you discussed this when you were in Haines and presume that you plan to renew at the same rate.

Florence M. Goddard

FMG:cmh
Att:

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS



TO Dept.of Educational & Medical Work-Miss Goddard
FROM Mr. Lucien H. Tribus DATE August 22, 1955
RE: Haines House, Haines, Alaska
Native Settlement Leases - Term:1/1/55 to 12/31/55
Eli Phillips
Mrs. Jennie Warren

Attached please find three copies each of the above captioned leases for forwarding to Mr. Allan H. Frank at Haines House. Please instruct Mr. Frank to secure the signatures of each tenant and to warn the tenants that they are not keeping their yards clean or the premises in good repair. These two buildings are rapidly becoming eyesores and are considerably offensive to the citizens of Haines who are developing Main Street. The original copy of the lease is to be returned for my files, a copy retained by Mr. Frank, and the third copy is for the tenant. When we receive our file copy, a conformed copy of each lease will be sent to you for your files.

Lucien H. Tribus

Lucien H. Tribus
Legal Counsel

LHT:D
Attach.

August 24, 1955

My dear Mr. Frank:

At Mr. Tribus' request I am sending you three copies each of leases for Mr. Eli Phillips and Mrs. Jennie Warren covering lots in the native settlement. I believe he discussed these with you when he was in Haines recently.

Please secure the signatures of each tenant on the three copies of his lease and return the original copies to this office. One copy is to be retained by the tenant and the other is for your files.

I am afraid these leases will look pretty formidable to the tenants but hope you will have no difficulty in securing their signatures. Mr. Tribus also asks that you warn the tenants that they are not keeping their yards clean or the premises in good repair and that consqquently the buildings are becoming eyesores and offensive to the citizens on Main Street.

When I was at Haines we discussed this native village situation somewhat and I believe you said then that you had not located the earlier correspondence about it. I wonder if you have been able to find it by now or whether you would like to have more information from our files. If so, we shall be glad to supply it.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Mr. Allan Frank
Haines House
Haines, Alaska

FMG:cmh

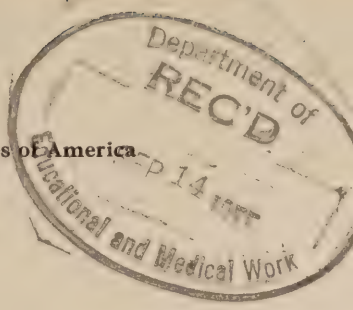
Encl.

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America



September 10, 1955

Allan H. Frank, Executive

Miss Florence M. Goddard
Assistant in the Department of
Educational and Medical Work
Board of National Missions
New York 10, New York

Dear Miss Goddard:

At last after a trip to Klukwan and several visits to the Phillip's property, I have collected the dollar fees and secured the signatures on the Warren and Phillips leases. Following your instructions I discussed the clauses regarding the care of the buildings and premises.

Mrs. Warren is hopeful that her son will move her buildings onto land where he is homesteading either this fall or spring.

Mr. Phillips still wants to buy the land where his property is located. He has put in running water but has not yet put in toilet facilities. This he hopes to do since he is now able to work again. At one time he says that he offered the Board of National Missions $500.00 for the land he is leasing but they wanted $1000.00. It probably is a valuable piece of property because of its location; however the sale of this property would certainly eliminate a headache. Although at the present he has no money to make an offer, he would be interested in knowing what is the least price the Board would consider for that particular plot.

I am enclosing a check for two dollars in payment of these considerations.

Sincerely yours,
Allan H. Frank
Allan H. Frank

Mr. Tribus
Miss Goddard
Haines, Alaska - Native Village Property
Mrs. Jennie Warren-Lease

September 15, 1955

Attached is the lease which Mrs. Warren has signed covering the property known as Lots #3 and 4 in Block 4, Haines Alaska. Mr. Frank has sent in the rental of $1.00 and we are crediting this to the Rents and Sales account.

Florence M. Goddard

FMG:cmh
Att.

Department of Educational and Medical Work

September 15, 1955

2.00

Mr. Allan Frank — Haines House, Haines, Alaska

Mr. Eli Phillips — Haines, Alaska
Mrs. Jennie Warren — Haines, Alaska

Haines House - Rents and Sales

Rental on property for 1 year
January 1, 1955 - December 31, 1955

tt. FWG:cmh cc: Mr. Tribus

10/31

September 15, 1955

My dear Mr. Frank:

Your letter of September 10th enclosing the signed copies of the leases covering the property rented to Mrs. Warren and Mr. Phillips has been received and we are glad to have the check for $2.00 representing the rental payment.

We are interested to know that Mrs. Warren is hopeful that her son will move her building onto land where he is homesteading and we sincerely hope that he will do that so that that land can be cleared. Do we understand that Mrs. Warren is now at Klukwan and that there is no one residing in her home.

You say that Mr. Phillips still wants to buy the land where his property is located and that he has put in running water and made some improvements. Since he has no money at the present time to make an offer there would be no particular point in pursuing the matter, also it is not customary for the Board to place a price on a piece of property but rather to consider any offer which is made. Therefore, when he does have money, and is in a position to make an offer we would suggest that you send it to us.

Did you ever find the earlier correspondence about the native village property? If you did not, and wish to have us send you copies be sure to let us know.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Mr. Allan Frank
Haines House
Haines, Alaska

FMG:cmh

Miss Gladfelter
Miss Goddard
Haines House - Native Village Lots

November 17, 1955

When Mr. Frank was in the office we discussed the question of the two lots in the native village which are still leased as follows:

Block 4 - Lots 1 & 2 - Eli Phillips - from Jan. 1, 1955 for one year
Block 4 - Lots 3 & 4 - Mrs. Jennie Warren - from Jan. 1, 1955 for one year

Mr. Frank feels that we should renew these leases when they expire the end of this year since both of these people desire to hold them for the present at least.

Mr. Phillips has put running water in his house and made some improvements and is still anxious to buy the land on which his house is located, though at the present time, he does not have the necessary funds. He made an offer some time ago but we did not feel it was sufficient. In the interest of good feeling, I believe that Mr. Frank would be glad if we would make some concession since he has lived there so long.

Mrs. Warren has a son who is homesteading somewhere out of Haines and she is hopeful that he will eventually move her building onto the land he is homesteading.

In view of the above, it seems as though we should keep the status quo for this property for the present. Do you approve therefore of renewing the leases when they expire?

Florence M. Goddard

FMG:cmh

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

Department of
REC'D
Educational and Medical Work

TO Miss Gladfelter
FROM Miss Goddard
RE: Haines House - Native Village Lots

DATE November 17, 1955

When Mr. Frank was in the office we discussed the question of the two lots in the native village which are still leased as follows:

Block 4 - Lots 1 & 2 - Eli Phillips - from Jan. 1, 1955 for one year
Block 4 - Lots 3 & 4 - Mrs. Jennie Warren - from Jan. 1, 1955 for one year

Mr. Frank feels that we should renew these leases when they expire the end of this year since both of these people desire to hold them for the present at least.

Mr. Phillips has put running water in his house and made some improvements and is still anxious to buy the land on which his house is located, though at the present time, he does not have the necessary funds. He made an offer some time ago but we did not feel it was sufficient. In the interest of good feeling, I believe that Mr. Frank would be glad if we would make some concession since he has lived there so long.

Mrs. Warren has a son who is homesteading somewhere out of Haines and she is hopeful that he will eventually move her building onto the land he is homesteading.

In view of the above, it seems as though we should keep the status quo for this property for the present. Do you approve therefore of renewing the leases when they expire?

Florence M. Goddard

FMG:cmh

Mr. Tribus
Miss Goddard
Haines House - Native Village Lots

November 28, 1955

When Mr. Frank was here in New York we discussed the question of renewing the leases to the two lots in the native village which are leased to Mr. Phillips and Mrs. Warren respectively as follows:

Block 4 - Lots 1 & 2 - Eli Phillips - from Jan. 1, 1955 for one year
Block 4 - Lots 3 & 4 - Mrs. Jennie Warren - from Jan 1, 1955 for one year

Since both of these people desire to hold these lots Mr. Frank feels that we should renew the leases when they expire the end of this year.

Mr. Phillips has put running water in his house and has made some improvements and is still anxious to buy the land on which the house is located when he can secure the necessary funds to do so.

Mrs. Warren has a son who is homesteading somewhere out of Haines and she is hopeful that he will eventually move her building onto the land he is homesteading.

This, therefore, is a request that before the present leases expire you draw up new leases for the year 1956 on the same terms as the previous ones and that you ~~will~~ send them to us and we will forward them to Mr. Frank for signing.

Florence M. Goddard

FMG:cmh

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Dept.of Educational & Medical Work-Miss Goddard
FROM Mr. Lucien H. Tribus DATE December 5, 1955
RE: Haines House, Haines, Alaska
Native Settlement Leases - Term: 1/1/56 to 12/31/56
Eli Phillips
Mrs. Jennie Warren

This acknowledges your memorandum of November 28, 1955.

Attached please find three copies each of the above captioned leases for forwarding to Mr. Frank at Haines House. After these have been executed by the tenants, both originals are to be returned to me for our files. A copy can then be retained by each tenant and also by Mr. Frank. When the originals are received by us we will send you conformed copies.

Lucien H. Tribus

Lucien H. Tribus
Legal Counsel

D.
Attach.

61-711

L E A S E

BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA,
L a n d l o r d

- and -

ELI PHILLIPS,
T e n a n t

Dated: December 6, 1955

Term: Jan.1, 1956 to Dec.31, 1956

NATIVE'S LEASE

Conformed Copy

THIS INDENTURE, made the 5th day of December, 1955, between the BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, a New York corporation, duly authorized to conduct and carry on its work in the Territory of Alaska, Landlord, and ELI PHILLIPS, of the Town of Haines, Territory of Alaska, Tenant, WITNESSETH:

The Landlord, in consideration of One ($1.00) Dollar, receipt of which is hereby acknowledged, and more particularly in consideration of the covenants hereinafter reserved and contained, has granted, demised and farm-let, and by these present does grant, demise and farm-let unto the said Tenant the following described property:

> ALL that plot or parcel of land, situate, lying and being in the Town of Haines, Territory of Alaska, known as Lots Nos. 1 and 2, in Block 4, as shown on map entitled "Map showing location of Improvements in U.S.Survey No.735, Presbyterian Mission Reserve" by W. Muncaster, dated March, 1948, being lots of land fronting 61 feet on the southerly side of Main Street and being 140 feet in depth. Less the northerly 10.95 feet thereof, previously conveyed to the Town of Haines, a municipal corporation, by deed from Landlord dated Nov. 7, 1949.

TO HAVE AND TO HOLD said lots, pieces or parcels of land unto the said Tenant from the first day of Jan. 1956, to and including the thirty-first day of December, 1956, and in consideration whereof the Tenant does hereby COVENANT AND AGREE to and with the said Landlord, as follows:

(1) That he, the said Tenant, at his sole cost and expense shall and will during the period of this lease keep in good repair and maintain or cause to be maintained or repaired on the said premises hereby leased, the house or houses, building and/or structures now or hereafter erected on said premises, and any additions thereto;

(2) That the Tenant shall and will keep the entire premises clean and in a sanitary condition, subject to inspection at least once each month or oftener by an authorized agent of the Landlord, the frequency of such inspection to be within the discretion of said agent;

(3) That the Tenant will not erect or construct any additions to the buildings or structures now upon said premises, nor will he erect or construct any additional buildings or structures, without prior consent of the Landlord;

(4) That the Tenant shall and will, at his own proper costs and charges, bear, pay and discharge all water rents, road taxes and all street or sidewalk and such duties, taxes, assessments

and payments that shall during the term hereby granted be imposed or grow due or payable out of or for said demised premises by virtue of any present or future law of the United States of America, the Territory of Alaska, the Commissioner's Precinct, the Town of Haines or otherwise;

(5) The Tenant shall not,nor will he at any time hereafter during the term hereby granted, lease, let or demise either all or any part of said premises, nor assign, transfer, nor make over the same, nor any of his term, time or right therein, to any person or persons whomsoever, nor take into any house now standing upon said premises, or to be hereafter erected thereon, any person, or at all, nor upon said premises during said term, nor permit or allow to be taken into such house or upon said premises, a family other than his own immediate household, without the written consent of the Landlord given by or through its agent, the Missionary in charge of said Haines Mission, or other authorized representative of said Board for that purpose first had and obtained; anything herein contained to the contrary notwithstanding; and

(6) The Tenant shall not nor will he at any time during the term hereof permit or allow any gambling devices to be placed upon said premises hereby leased, or permit or allow gambling of any kind or character to be carried on thereon or therein, nor will he permit or allow intoxicating liquor or beverages of any kind to be taken upon or into said premises or to be used or to be sold, given away or disposed of, consumed with or without price thereon; nor will he permit or allow the said property or any part thereof to be used for any immoral purposes or for any purpose calculated to bring discredit upon or injury to the work of said Landlord, nor to impair the value of the surrounding property.

AND IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that the Tenant will surrender and deliver up to the Landlord the possession of said premises without fraud or delay at the termination of this lease, either by expiration of the period hereof or because of a breach of any of the covenants and agreements herein contained, except that the Tenant shall have the right, for thirty days after such termination, to enter upon said premises for the sole purpose of removing within said thirty days and at his own proper cost and expense, all houses, buildings or structures from the premises hereby leased, and if the same shall not be removed within the said thirty days, the same together with all articles of personal property contained therein or on the premises, shall revert to and become and be the property of the Landlord as liquidated damages for breach of this lease.

This lease shall become null and void in the event of the total or or partial destruction of the premises by fire, there being no responsibility

on the part of the Landlord to repair or rebuild.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year in this instrument first above written.

Signed, sealed and delivered
in the presence of

/s/ Mary G. Chesnutt

BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA

By /s/ D. Allan Locke
D. Allan Locke, Treasurer

Landlord

/s/ Paul Eli Phillips
PAUL PHILLIPS

Tenant

December 8, 1955

My dear Mr. Frank:

In view of the recommendation that you made that we continue for another year to lease the lots to Mr. Eli Phillips and Mrs. Jennie Warren, we asked Mr. Tribus to draw up new leases on the same terms as the former leases which expire December 31st, 1955. These new leases will begin January 1, 1956 and run for one year.

We are sending you three copies of each lease and would ask you to secure the proper signatures on each of the leases. After they have been signed, please return the original of each lease to this office, give one copy to each of the tenants and keep one copy of each for Haines House files.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Mr. Allan Frank
Haines House
Haines, Alaska

FMG:cmh

Encl.

January 23, 1956

My dear Mr. Frank:

Early in December we sent you copies of the leases covering the property occupied by Mr. Phillips and Mrs. Warren. As we have not received the leases we are wondering whether you have had difficulty in securing the signatures. Perhaps your mail has been held up because of bad weather. We are sending this as a reminder however and shall be glad to have you return the signed leases as soon as you can secure them.

Very sincerely yours,

Florence M. Goddard
Assistant in the Dept. of
Educational and Medical Work

Mr. Allan Frank
Haines House
Haines, Alaska

FMG:cmh

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

January 26, 1956

Allan H. Frank, Executive

Miss Florence M. Goddard
Assistant in the Department of
Educational and Medical Work
156 Fifth Avenue
New York 10, New York

Dear Miss Goddard:

The copies of the leases covering the property occupied by Mr. Phillips and Mrs. Warren were mailed to me on the eigth of December. Since they were not sent air mail, they did not arrive until after Christmas. I immediately notified Mr. Phillips that the leases were here and asked him to come in to take care of them. He has not come. Mrs. Warren is living with the daughter at Klukwan. Since the weather has been unfavorable I have made no attempt to drive down there. Last year it was necessary to make two trips in order to get her signature.

I shall notify Mr. Phillips again that the papers must be signed at once and shall make the trip to Klukwan as soon as I can find the time and know that the highway is clear.

Very sincerely yours,

Allan H. Frank

Allan H. Frank

Mr. Tribus
Miss Goddard
Haines House - Leases for
Mr. Phillips and Mrs. Warren

February 1, 1956

In a letter just received from Mr. Frank he writes that our letter about these two leases sent early in December was very much delayed reaching him and did not arrive until after Christmas. He immediately notified Mr. Phillips and will endeavor to secure his signature as soon as possible. Mrs. Warren however, is out of Haines at the present time living with a daughter in Klukwan and since the road to that village is impassable now he will have to wait until the highway is cleared before he can make the trip.

We know that we can count on Mr. Frank taking care of this just as soon as it is possible for him to do so.

Florence M. Goddard

FMG:cmh

February 1, 1956

My dear Mr. Frank:

We have received your letter of January 26th in regard to the leases covering the property occupied by Mr. Phillips and Mrs. Warren. We cannot understand how these happen to be sent regular mail as it is understood that everything going to Alaska is to be sent air mail. I am not surprised that since it went regular mail it did not reach you until after Christmas.

We hope that you will be able to get Mr. Phillips signature very soon so that that lease can be taken care of. In regard Mrs. Warren, since she is living with her daughter at Kluk̆wan at present we would certainly not expect you to make the trip out there during the winter. That was a lovely trip in June but I can imagine it would be quite difficult at this time of year. We shall therefore be patient until the highway is cleared.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Mr. Allan Frank
Haines House
Haines, Alaska

FMG:cmh

Mr. Tribus
Miss Goddard
Haines House - Eli Phillips' Lease

February 3, 1956

Attached is the signed copy of the lease covering Lots #1 and #2 in Block 4, Haines, Alaska leased to Eli Phillips. We would appreciate it if you would supply our office with a conformed copy of this lease.

We have also received the required consideration of one dollar.

Florence M. Goddard

FMG:cmh
Att.

Do Not Use This Space

MEMORANDUM FOR TREASURY

Board of National Missions

Department of Educational and Medical Work

Date February 3, 1956

Amount $ 1.00

Remitter Mr. Eli Phillips Address Haines, Alaska

Donor Address

Account to be Credited Haines House-Rents and Sales

Additional Information Rent for year 1/1/56 - 12/31/56
Lots 1 & 2 Block 4
Leased to Eli Phillips

FMG:cmh
cc: Mr. Tribus

February 3, 1956

My dear Mr. Frank:

The envelope containing the lease for Lots 1 and 2 in Block 4, signed by Mr. Eli Phillips crossed our letter to you about this and we are very glad indeed to have the signed lease.

We have also received the one dollar bill which was enclosed and shall credit this to Rents and Sales.

Very sincerely yours,

Florence M. Goddard
Assistant in the Dept. of
Educational and Medical Work

Mr. Allan Frank
Haines House
Haines, Alaska

FMG:cmh

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Dept.of Educational & Medical Work-Miss Goddard

FROM Mr. Lucien H. Tribus DATE February 7, 1956

RE: Haines House, Haines, Alaska
(Lease of Lots 1 & 2, Block 4 to ELI PHILLIPS)
Term: 1/1/56 to 12/31/56

This acknowledges your memorandum of February 3, 1956.

Attached is your conformed copy of the above captioned lease dated December 5, 1955.

Lucien H. Tribus

Lucien H. Tribus
Legal Counsel

D.
Attach.

Property Department - Mr. Tribus
Ed. & Med. - Miss Goddard

December 17, 1956

Renewal of leases - Haines, Alaska

Recently you called our attention to the fact that the leases for Mrs. Jennie Warren and Mr. Eli Phillips at Haines, Alaska will expire December 31st. If you will draw up new leases using the same terms as the previous ones we shall send them to Alaska to be signed. I believe it was agreed that these leases should be continued for the present.

FWG:cmh

Ed. Fred.

DEC 21 1950

December 20, 1950

RE: HAINES, ALASKA

Mr. Allan H. Frank, Superintendent
Haines House
Haines, Alaska

Dear Al:

I have just received a letter from Burke Riley in which he advises that the house occupied by a family named Cranston be razed. As you know, there are two Indian houses on the Haines property, one of which is currently leased to Ell Phillips and the other to Mrs. Jennie Warren. I assume that it is the Warren cottage which Mr. Riley suggested be razed. Frankly, I think that both should be torn down, but, as Ed. and Red. have requested me to renew both leases, I would like to have you check on the local situation and ascertain which of the houses is vacant and not being used. It might be just as well not to renew either of the leases and tear down both of the houses but I do not want to precipitate trouble with the Indians and therefore would appreciate hearing from you at your earliest convenience. I have asked Mr. Riley to confer with you and presume that he will do so.

With best wishes and Christmas Greetings to you and your fine family, I am

Sincerely yours,

L.A.T.

Lucien A. Tribus
Legal Counsel

LAT:D
cc: Mr. Thos. R. Cox
Dept.of Educational & Medical Work

Mr. Tribus
Miss Goddard
Haines House Native Village Leases

December 28,1956.

I notice in your letter of December 20 to Burke Riley in regard to the Warren and Phillips leases you suggest that the houses might be razed. Acc rding to our correspondence of a year ago we agreed that since both people wished to continue to use the property we would allow them to do so.

Mrs. Warren hopes to move her house to a lot which her son is homesteading and Mr. Phillips has put water and improvements into his and would like to buy it if he can secure a loan. I am a little afraid it would cause bad feeling if we tried to put them out at this time. Mr. Fra k will of course know the present feeling.

FMG:eoc

Legal Counsel - Lucien H. Tribus
Ed. & Med. - Helen E. Irvine

January 21, 1957

Eli Philips)
Jennie Warren) Leases - Haines, Alaska

We understand that you will delay until Spring raising a question about the houses leased to Mrs. Warren and Mr. Philips in Haines. However, since the present leases expired December 31st we are wondering whether any action sgould be taken at this time in regard to the leases or whether they are to be permitted to occupy these houses without a lease.

HEI:cmh

4/1

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Legal Counsel - Lucien H. Tribus
FROM Ed. & Med. - Helen E. Irvine
DATE January 21, 1957
RE: Eli Philips) Leases - Haines, Alaska
Jennie Warren)

We understand that you will delay until Spring raising a question about the houses leased to Mrs. Warren and Mr. Philips in Haines. However, since the present leases expired December 31st we are wondering whether any action sgould be taken at this time in regard to the leases or whether they are to be permitted to occupy these houses without a lease.

I would suggest that we let matters rest until I visit Haines in the Spring.

HEI:cmh

1/22/57

RECEIVED
JAN 22 1957
MORTGAGES & PROPERTY

January 28, 1957

Mr. Lucien H. Tribus
Legal Counsel
Board of National Missions
156 Fifth Avenue
New York 10, New York

Dear Mr. Tribus:

Last evening I talked with Mr. Paul Eli Phillips, who has been leasing Lots 1 and 2 in Block 4 of the Board of National Missions property in Haines. We discussed the questions that were suggested in your December 31 letter. You are probably familiar with most of the detail, but I am including it since it helped me to understand the tenant's attitude and thinking.

Mr. Phillips, who is now forty-five years old, has lived on the land since 1921 with the exception of the few years that he lived at Haines House and attended school at Sheldon Jackson. In 1921 his grandmother leased the property and he does not remember how much earlier she may have been the tenant. In 1933 Mr. Phillips and his wife began housekeeping there. Nine children have been born to them, the oldest being nineteen. Two of the boys are now juniors in the Haines Independent School.

At present Mr. Phillips is working forty hours a week at the Government installations at Lutak. He says that he is not making over and above what it costs the family to live. This I can well believe.

He fully realizes the place is sub-standard. Four years ago he had the town sewage system extended to the house, bought all the hardware for the installation of bathroom and kitchen facilities, but shortly became ill and was unable to work for two years. Previous to this time, he negotiated to buy this land but said that he could not pay the price asked. He can conceive of himself living in no other place. He was planning to shingle the entire structure this spring.

When I suggested securing another piece of property and moving the house, possibly with some financial help, he wasn't at all sure. I asked him if he would care to sell the house and what he thought it was worth. He was uncertain about this but felt sure it wasn't worth much although the assessed valuation was $1000.00.

He was very friendly, said that he had expected that sometime the lease wouldn't be renewed, yet was very reluctant to have that happen. I assured him that I was

merely making an inquiry, that I had no authority, and had no idea what the Board planned to do. When he asked about signing the new lease, I told him that it had not been sent to me, and I did not know whether your representative here had it or not.

I am not sure that I have given you any information that will be helpful in your making a decision. Whatever is decided, I hope that Mr. Phillips is given enough time to work out some satisfactory plan before the lease is terminated.

I have not yet made the trip to Klukwan to see Mrs. Warren as the weather has been unfavorable.

Sincerely yours,

Allan H. Frank

cc: Miss Katharine E. Gladfelter

Board of National Missions
of the Presbyterian Church in the
United States of America
156 Fifth Avenue, New York 10, N.Y.

Feb. 13, 1957.

~~Phillips~~ Phillips leases

Haines

Mr. Allan H. Frank
Haines House,
Haines, Alaska.

Dear Allan:

I assure you that I will give Mr. Phillips plenty of time, but I am not sending him a new lease. I will attempt to see him personally when in Haines, and see if we can work something out.

I would suggest that when you get this letter, you get together with Burke Riley, and have him prepare a Bill of Sale for Mrs. Warren's signature. I will arrange to pay her the $200, and receive in return a Bill of Sale for the house, after which we can have the Fire Department of the City of Haines destroy it. I will write both you and Burke Riley as soon as I have talked with Miss Gladfelter.

Sincerely,

L.H.T.

Lucien H. Tribus
Legal Counsel

LHT:sn
c.c. Miss K. E. Gladfelter
Mr. Burke Riley
Mr. Thos. R. Cox

8/10/57

Mr. Phillips effects To buy the lot at $650. See Tribus memo of Aug. 28 on his visit in Haines Aug. 1957

COPY

Haines-Phillips Lease.

April 1, 1957

Haines Common Council
City of Haines
Haines, Alaska

Dear Sirs:

The School Board has what they feel is a very serious problem concerning the sanitation conditions of the Phillips house next to the School property. It was brought to the attention of the School Board that this residence has no inside sanitation plumbing, and that there is a great deal of filth on the open ground in the back of their house.

Because of the closeness of a great number of children and the strong possibility of disease being spread under these condition, it is hoped that the City can take some action to clean this up and to force the occupants to use some sanitary plumbing.

We are sending a copy of this letter to the Board of National Missions in Haines as this residence is on property belonging to them.

Very truly yours

HAINES INDEPENDENT SCHOOL DISTRICT

Thomas R. Quinlan - office of the clerk

TRQ:m
cc: Board of National Missions
Haines, Alaska

April 5, 1957

Mr. Thomas R. Quinlan
Office of the Clerk
Haines Independent School District
Haines, Alaska

Re: Phillips Property
Lots 1 and 2, Block 4

Dear Mr. Quinlan:

A copy of your April first letter addressed to the Haines Common Council in regard to the unsanitary conditions of lots 1 and 2, block 4, owned by the Board of National Missions, has been received. I am forwarding this information to Mr. Lucien Tribus, Legal Counsel for the Board, New York City.

At Mr. Tribus' request, I conferred with Mr. Phillips on January 27, at which time it was pointed out that the place was sub-standard. Mr. Phillips said that he realized this and mentioned that he had had the town sewage system extended to the house and had bought all the hardware for the installation of bathroom and kitchen facilities. I understand that the work on this has never been completed.

Mr. Phillips' lease expired on December 31, 1956, and I am of the opinion that there is some question about its being renewed. This, however, is handled through the Legal Department, which will, no doubt, contact you directly.

Sincerely yours,

Allan H. Frank

cc: Mr. Lucien Tribus
Miss Katharine E. Gladfelter
Haines Common Council

April 9, 1957

Re: Kaiser, Alaska
(Phillips Prop. - Lots 1 & 2, Blk.4
Farren " - Lots 3 & 4, Blk.4)

Mr. Thomas J. Quinlan
Office of the Clerk
Kaiser Independent School District
Kaiser, Alaska

Dear Mr. Quinlan:

I hope to have the pleasure of meeting you again in the not too far distant future. I am planning to go to Kaiser some time in the late spring.

I am very much concerned about the condition of the Phillips' property. We have not removed Mr. Phillips' house. We have offered to buy the building from him in order that same may be destroyed. Mrs. Farren was quite cooperative and I understand that arrangements are now being made to have the Fire Department of the City of Kaiser take care of the destruction of her house. We bought the property from her and are quite willing to do the same with Mr. Phillips but I understand that so far he is not willing to sell. It would seem to me that the City of Kaiser would have some control over the situation, but I am sure that you know me well enough by this time to know that I will cooperate in every way possible to handle the situation to the mutual satisfaction of all parties concerned.

Sincerely yours,

LHT

Lucien H. Tribus
Legal Counsel

LHT:b
cc: Mr. Allan H. Frank
Burr C. Riley, Esq.
Miss Katharine E. Gladfelter

September 28, 1957

RE: HAINES, ALASKA

Mr. Eli Phillips
Haines, Alaska

Dear Mr. Phillips:

The Board has approved the Presbyterian Mission Plat, Subdivision of a Fraction of U.S.Survey No.735, Scale 1" = 100', dated August 19, 1957, W. Muncaster, Registered Surveyor, Haines, Alaska, and the Board also has approved the recommendation which I discussed with you during my recent visit to Haines, that we sell to you the land which you now occupy, namely: Block 1, Lot 2 (description subject to check by Mr. W. Muncaster) for the sum of $675.00 cash. As soon as the survey has been filed and the description of your lot checked by Mr. Muncaster, we will be ready to execute a deed to you.

I am sure that it will mean a great deal to you and the Town of Haines for you to own your own property outright. I am sure also that you realize the Board is letting you have the property at a very reduced price.

I have written to Mr. Muncaster and have asked him to advise me of the correct description because I want to be sure that I am selling you the land on which your house is located. I know that you know Mr. Muncaster very well so that you might also check with him yourself.

I will execute the deed and send it to Mr. Wiley and you can pay Mr. Wiley and accept delivery. The deed must then be recorded by you in the United States Commissioner's office.

Sincerely yours,

L. A. T.

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Ed. & Ned.
Mr. W. Muncaster
Mr. Burke Riley
Mr.Thos.R.Cox

September 28, 1957

RE: HAINES, ALASKA

Mr. W. Muncaster, Surveyor
Box 13
Haines, Alaska

Dear Mr. Muncaster:

As I recall, Eli Phillips' property is located on the Presbyterian Mission Plat survey as Lot 2, Block 1. Will you kindly verify this? I thought that I had made a note of it but I do not seem to have the note in my files.

Sincerely yours,

L.H.T.
Lucien H. Tribus
Legal Counsel

LHT:D
cc: Ed. & Med.

November 6, 1957

Registered Mail

RE: HAINES, ALASKA

Mr. William D. Wiley, Superintendent
Haines House
Haines, Alaska

Dear Mr. Wiley:

I am enclosing herein a deed to Mr. Eli Phillips conveying title to the premises hereinafter described, which description has been certified to by our good friend Bill Muncaster: Lot 2 in Block 1. Please have Mr. Muncaster check this deed before delivery just to make sure. After the description has been checked then I will appreciate it if you will contact Mr. Eli Phillips and deliver the deed to him upon payment to you of the sum of $675.00. Mr. Phillips should then take the deed down to Judge Hevel's office and have it recorded. We are enclosing herein proper revenue stamps which should be affixed to the deed by you and marked "Cancelled" across the face of each stamp, using an ordinary pen and ink. Do not do this, however, until Mr. Phillips has paid you the sum of $675.00.

We have had word from Faulkner, Banfield & Boochever that the plat and dedication deed have been filed and that we may now proceed to make conveyances from the filed map.

I am sending a copy of this letter to Mr. Eli Phillips so that he may be advised. I am sure that Mr. Phillips will be very happy to own his own home. If he has changed his mind or is not able to purchase the property, please return the deed and the revenue stamps to me by registered mail.

Sincerely yours,

L.R.T

Lucien H. Tribus
Legal Counsel

LHT:D
Enc.
cc: Mr. Eli Phillips
Ed. & Med.✓
Mr. Thos. E. Cox

NOV 12 2

November 7, 1957

RE: HAINES, ALASKA

Mrs. Florence Young
Real Estate Agent
Haines, Alaska

Dear Mrs. Young:

Our attorneys, Faulkner, Banfield & Boochever, have now advised us that the plat of the Presbyterian Mission Reserve as surveyed by William Muncaster has been duly recorded in accordance with the laws of the Territory of Alaska. We are now in position to effect sales. I am enclosing herein a copy of said filed plat together with a copy of the appraised values as prepared in July 1957 by Felix J. Toner, Registered Engineer. This document is to be kept strictly confidential and used by you as a guide in securing offers. These appraised values are minimum figures. Eventually as the lots are sold, the remaining properties will naturally increase in value if, as I expect, Haines property values will continue to rise as the City grows.

We will be happy to work with your office in effecting such sales as do not come to us directly and are willing to pay your standard real estate commission for effecting sales of vacant land when as and if title closes.

At the present time we are negotiating with John Schnabel, Don Douglas, Carl Heimmuller, Ernest Lindquist, Gene Sneed and Eli Phillips. We have also discussed purchases with Clarence L. Lyons and Kenneth L. Searcy. I mention these names so that you will know that there is no need to negotiate with them.

I will appreciate it if you will advise me the rate of your commission and what arrangements you would like to make to represent us as our local agent. It is our desire to be very careful in making sales for the reason that we want to make sure that such sales as we do make will be of real benefit to the municipality.

We will keep you advised of any direct sales so that you can mark the locations on the plat. On the plat enclosed we have marked off those properties which have already been sold and the parcel which is currently under lease to John Schnabel. I think it would be well for you to discuss all sales with Mr. Wiley.

Please let me hear from you at your earliest convenience.

Sincerely yours,

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Mr. Thos. M. Cox
Ed. & Med.✓
Enc.

December 3, 1957

RE: HAINES, ALASKA

Mrs. Frank R. Young
YOUNG'S
Box 138
Haines, Alaska

Dear Mrs. Young:

I was happy to receive your letter of November 25, 1957 and take pleasure in enclosing an additional copy of the National Missions plat.

Lots 10, 11 and 12 as described in the Presbyterian Mission Plat, Subdivision of a Fraction of U.S.Survey No.735, dated August 19, 1957, are now under contract of sale to John J. Schnabel so this should be marked off on your copy.

We will inform you of any sales that we make directly so that your plat can be kept up to date.

We of course are interested in contract sales with one-third down and the balance in monthly payments but every such contract must be in writing and must be approved by Faulkner, Banfield & Boochever, our attorneys in Juneau.

I hope to have the pleasure of seeing you again next June. With kind regards, I am

Sincerely yours,

Lucien H. Tribus
Legal Counsel

LHT:D
Enc.
cc: Dept.of Educational & Medical Work

LEGAL COUNSEL—Mr. Lucien H. Tribus
Katharine E. Gladfelter
Sale of Property, Haines, Alaska

December 12, 1957

In your letter of November 7 to Mrs. Florence Young in Haines, I noticed that you mentioned that you are now negotiating with six individuals, among them Carl Heinmiller, relative to the purchase of property.

I shall appreciate knowing just what tracts Mr. Heinmiller is interested in, since we agreed when we were in Haines in August that we would not sell the particular sections in which he indicated an interest at that time.

KEG:md

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Miss Katharine E. Gladfelter
FROM Mr. Lucien H. Tribus
DATE December 16, 1957
RE: Sale of Property at
Haines, Alaska

This acknowledges receipt of your memorandum of December 12, 1957.

I am not negotiating with Mr. Carl Heinmuller for any Haines property at all. My purpose in writing to Mrs. Florence Young as I did merely was to prevent her from entering into negotiations for the Haines property with any of the persons with whom I have been working. I did this in order to save the Board the possibility of having to pay a broker's commission.

Lucien H. Tribus

Lucien H.Tribus
Legal Counsel

LHT:D

January 20, 1958

RE: HAINES, ALASKA
(Deed to Eli Phillips)

Mr. William D. Wiley, Superintendent
Haines House
Haines, Alaska

Dear Mr. Wiley:

On November 6, 1957 I sent you a deed conveying the premises described therein to Mr. Eli Phillips. I have had no reply from you to this letter so that I am in complete ignorance as to what has been done. I would appreciate it if you would write me at your earliest convenience. If Mr. Phillips does not intend to buy the property at the price offered, then we will have to take other steps.

Sincerely yours,

L.H.T.

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Dept.of Educational & Medical Work

January 29, 1958

Mr. Lucien H. Tribus
Board of National Missions
156 Fifth Avenue
New York 10, New York

Dear Mr. Tribus:

I am extremely sorry for the long delay in the Eli Phillips' situation. I asked Mr. Phillips, several times, to come down and had no response. After receiving your letter yesterday, I went to Mr. Phillips and told him that we would have to have the money for the deed, or send it back to you. He said that he could not pay now, as he had tried to get a loan, but was unable to do so. I asked him what he wanted me to reply to you, and he did not know. I suggested that you might be able to hold the deed for six months, but he told me that it would be at least a year before he could pay for the property. I suppose the next move will be determined by you and Miss Gladfelter.

Legally, Mr. Phillips could be moved off the property. All articles of personal property on the premises become the property of the landlord as liquidated damages for breach of his lease as stated in his last lease which expired December 31, 1956. Morally, Mr. Phillips can be respected for doing a good job in keeping his family together, and keeping them active in the church, particularly in view of the hardships which they have come through.

You probably know that Mr. Phillips was in the TB Sanitarium twice, one time for twenty-two months. The Phillips, I believe have eight or nine children. and this is a large financial burden. Also, last month they lost a child shortly after its birth.

In view of the fact that the Phillips are members of our church, also that we are spending thousands of dollars to care for children whose parents have had less difficulties than Mr. and Mrs. Phillips, for Mr. Phillips has continued to support his own family, and keep them together, and provide a home for them, I feel the Mission Board might be justified in awarding the deed to the property to Mr. Phillips more or less from a homestead basis and free of cost.

If the Mission Board were to do this, I don't believe they would be giving to a person who has tried to get something for nothing, but I think it might be one of the most encouraging acts of friendship which has been shown to the Phillips' family in many years, and might prove to the Phillips and others that we are sincerely trying to fulfill our missionary purpose, and are anxious to help those who have striven to help themselves.

If the Board would consider such a gift to Mr. Phillips, they probably would want a clause in the deed which would prevent the property from being sold or used for undesirable purposes in the future.

WDW:ec
CC: KGladfelter

Sincerely yours,

LEGAL COUNSEL--Mr. Lucien H. Tribus
Katharine E. Gladfelter
Eli Phillips' Situation--Haines, Alaska

February 4, 1958

I have seen the copy of Mr. Wiley's letter to you of January 29 and am writing to say that, in order to clear up the Phillips' matter, I would be willing to consider a much lower sale price for his lot, say $120.00 to be paid in twelve months installments of $10.00 each.

I do not believe the Phillips should be given the lot, especially so as I understood last August that the father and a son were both employed at Lutak.

KEG:md

Miss Gladfelter

KS (F)

7/18

February 7, 1958

RE: HAINES, ALASKA
(Eli Phillips)

Mr. William D. Wiley, Superintendent
Haines House
Haines, Alaska

Dear Mr. Wiley:

Thank you for your detailed letter of January 29, 1958 with regard to the Eli Phillips matter. I had a conference with Miss Gladfelter and I am writing you at her request, advising you of our decision.

We agree that Mr. Phillips should receive every consideration. However, we do not feel that it is a wise policy simply to make him a present of the land. Therefore, we are willing to sell him the property at a total price of $120.00, to be paid in 12 monthly instalments of $10.00 each.

We are returning the deed to be held by you in escrow and delivered to Mr. Phillips upon payment to the Board's account of the sum of $120.00. I am sure that Mr. Phillips, being the responsible person that he is, will feel a sense of ownership in the property if he is permitted to purchase it rather than accept it as a charitable donation. We admire the way Mr. Phillips has kept his family together and we feel that by offering him this property at this greatly reduced price we are contributing not only to his welfare but that of his family.

If Mr. Phillips does not agree to this proposition then you may return the deed to this office and I will destroy it. Please let me hear from you at your very earliest convenience.

Sincerely yours,

L. H. T.

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Miss Katharine E. Gladfelter
Enc. Deed & Doc.Stamps-$.55

YOUNG'S

HAINES ALASKA

LICENSED REAL ESTATE
AND RENTALS

Feb. 13, 1958

Board of National Missions
Presbyterian Church
156 Fifth Avenue
New York [illegible], N. Y.

Dear Sirs:

Mr. Heinmiller has asked me to write you regarding a lot he wishes to purchased. Kindly look on the corner of your plat, lower right hand corer (I am describing it t is way as there is not block or lot number on this piece.)

It is the little tri-shaped piece .18 acre size 132.97 x 86.57 x 100.95 . He is willing to pay $400.00 for this. This would average about $4,000 per acre, which I believe is an excellent price. He wants to straighten out his lines somewhat at that bad corner.

He is also interested in Lot 10 and 11 in Block 6. He would like to buy these two pieces on contract- 1/3rd down and balance in monthly payments. He plans to place a scout club room on these lots. The church is now the sponsor of the Scounts here in Haines, and he feels it will be close to the new church lot etc. However, he is not asking for a reduction in price on these lots for that reason. He feels that should something happen he could not place a club house on it, he would not have wanted to mis-represent the purchase plan to your board.

Will you kindly reserve these three lots for Mr. Heinmiller and advise me how to proceed?

Very respectfully yours

YOUNG'S

By

ABSTRACTS PREPARED
CUSTOM SERVICE

YOUNG'S
BOX 138
HAINES, ALASKA

LICENSED REAL ESTATE
AND RENTALS
BROKER

Feb. 6th, 1958

RECEIVED
FEB 1

Board of National Missions
Presbyterian Church
156 Fifth Avenue
New York, 10, N. Y.

Dear Sirs: Attns Lucien H. Tribus

I have a prospect interested in Lots 1, 2, and 3, in Block One for $1,075 each. He wishes it for a garage and shop. Would be interested in paying 1/3rd down and balance in monthly payments.

As soon as he has stated something definite, will write you again. I assume that this type of contruction would be agreeable to your board.

Enclosed find ad run in the Juneau paper for two weeks.

Very respectfully yours

YOUNG'S

By

Miss Gladfelter

February 24, 1958

HAINES, ALASKA

Mrs. Frank R. Young
Box 138
Haines, Alaska

Dear Mrs. Young:

This will acknowledge receipt of your letter of February 6, 1958.

I wish to call your attention to the fact that Lot 2 in Block 1 is occupied by Mr. Eli Phillips who lives on the property and has a house there which we are now making special arrangements to sell to him and therefore we of course could not accept any offer which would include Lot 2. I would suggest that your client consider the purchase of Lots 3, 4 and 5 in Block 1, which are of the same appraised value and can be had at the present time for the price quoted in your letter, namely: $1,075 each. We also would be willing to accept 1/3 down and the balance in monthly payments. My good friend Burke Riley who has returned to the practice of law in Haines can prepare a purchase money mortgage covering payment of the balance of the purchase price and can close this transaction in our behalf.

In my opinion also we must be careful to insure that anyone buying these lots will put up a decent and reasonably attractive structure on same. Like yourself, I am interested in a proper development of these lots which will be a credit to the City of Haines and to the Presbyterian church. I trust that your client is financially able to do this and is not simply buying the lots on speculation.

I think that it might be well to consider at this time the formation of some sort of a plans committee which would consist of yourself, Burke Riley, Mr. William D. Wiley, the Superintendent of Haines House, and an elective representative from the church. I do not want to do anything to complicate the issue as we are anxious to sell the lots and the City is anxious to get a revenue; however, I do believe that we should be quite careful. I do not want any more monstrosities in Haines if I can help it —— certainly not on our property.

I read your Juneau advertisement with great interest. I am wondering, however, if the word "residential" should not also have been used.

At this time I also want to acknowledge receipt of your letter of February 13, 1958. I cannot answer that part of the letter which applies to the little triangular shape piece of land which Carl Heinmuller would like to buy. He has already discussed this purchase with me but Miss Katharine E. Gladfelter has advised me that she does not want to consider the sale of this tract until she has had more of an opportunity to study the matter thoroughly. However, there is no reason why Mr. Heinmuller cannot purchase Lots 10 and 11 in Block 6. These lots are directly across the way from the church tract, as your letter mentions. Lot 10 is appraised at $300.00, and Lot 11 at $200, or a total purchase price of $500.00. I know Mr. Heinmuller very well personally and have a great deal of admiration for

him and I am sure that the erection of a nice looking scout club room on those lots would meet with the approval of everyone connected with the church. We would therefore be willing to enter into a contract with him on the basis of 1/3rd down and the balance on monthly payments. This balance too can be secured by a purchase money mortgage.

You will note that I am sending a copy of this letter to Burke Riley so that he will be fully advised.

As soon as Miss Gladfelter returns to the office I will be able to write you further about Mr. Heinmuller's other request.

It was nice to hear from you. Looking forward to seeing both you and Mr. Riley in June, I am

Sincerely yours,

L.T.T.

Lucien T. Tribus
Legal Counsel

LTT:D
cc: Burke Riley, Esq.
Miss Katharine E. Gladfelter
Mr. Thos. R. Cox

Mrs. Glasfelter

February 24, 1958

RE: HAINES, ALASKA

Burke Riley, Esq.
Attorney at Law
Haines, Alaska

Dear Burke:

I am enclosing a copy of a letter to our real estate agent, Mrs. Frank R. Young. I am awfully glad that you and your wife are back in Haines although I personally cannot see how you can stand the climate! I am sure with you looking after our interests up there, things will hum from now on.

Mr. Cox joins me in kindest regards.

Sincerely yours,

LNT

Lucien N. Tribus
Legal Counsel

LNT:D

LEGAL COUNSEL—Mr. Tribus
Miss Gladfelter

February 27, 1958

Correspondence Relative to the Sale of
Property in Haines, Alaska

I have just read the copy of your letter of February 24 to Mrs. Young and am writing to ask that copies of all correspondence relative to the sale of lots in Haines be sent to Mr. Wiley.

It seems to me very essential that as the Superintendent of Haines House he know of all offers so that he can, if he so desires, express judgment both as to the person, the property, and the use of the property, involved in any sale.

I feel strongly as you indicated to Mrs. Young that the triangle which Mr. Heinmiller desires should not be sold.

KEG:md
cc: Mr. Wiley

APR 11 1958

April 9, 1958

RE: HAINES, ALASKA
(Eli Phillips)

Mr. William D. Wiley, Superintendent
Haines House
Haines, Alaska

Dear Mr. Wiley:

I have had no reply from you to my letter of February 7, 1958 in which I returned to you the Eli Phillips deed. You will recall that I instructed you to hold the deed in escrow and deliver it to Mr. Phillips upon payment to the Board's account of the sum of $120.00. I will appreciate it if you will let me know what has been done. If Mr. Phillips does not agree to this exceedingly generous proposal then I think we will have to take steps to take possession of his dwelling.

Sincerely yours,

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Miss Katharine E. Gladfelter

May 26, 1958

Mr. Lucien H. Tribus
Board of National Missions
156 Fifth Avenue
New York 10, New York

RE: Haines, Alaska
(Eli Phillips)

Dear Mr. Tribus:

In reply to your letter of April 9th concerning the Eli Phillips deed, you referred to your letter of February 7th which stated that I should deliver the deed to Mr. Phillips upon his payment to the Board's account the sum of $120.00. However, you also stated in that letter that Mr. Phillips could pay this amount in twelve monthly payments. I therefore assumed you were giving Mr. Phillips one year to complete his payments, as Mr. Phillips verbally agreed to this plan with me.

However, at this time, Mr. Phillips has yet to make the first $10.00 payment. I feel that I have done as much as I should, and that if you or one of your assistants are to be in Haines in the near future that you have a final showdown with Mr. Phillips. I feel this would be more diplomatic and better for our community relations if the action comes from your office rather than from me.

Very sincerely yours,

William D. Wiley, Director

WDW:ec
CC: Katharine E. Gladfelter

June 9, 1958

Mr. Eli Phillips
Haines
Alaska

Dear Mr. Phillips:

As you are probably aware, this Board has done everything possible to make it easy for you to buy the lot on which your building is erected. You will recall that when I had the pleasure of meeting you during my last visit you agreed to pay $640 some odd dollars, — at least that was my oral understanding with you, and I think we shook hands on the transaction. However, it later developed through correspondence with Haines House that you felt you could not afford to purchase the property even at this price. Therefore we reduced the price to $120 and I deposited a deed drawn to your order with Mr. William D. Wiley, Superintendent of Haines House. Mr. Wiley informs me that you have not even made any attempt to meet this price. For this reason I have no alternative, much as I regret doing so, but to take some other course. I have therefore requested our attorney, Mr. Burke Riley, to get in touch with you in the immediate future.

Sincerely yours,

L.T.C.

Lucien T. Cribbs
Legal Counsel

LTC:D
cc: Burke Riley, Esq.
Miss Katharine F. Gladfelter
Mr. William D. Wiley

Mrs Gladfelter

7/18

June 9, 1958

Re: Haines, Alaska
(Eli Phillips)

Burke Riley, Esq. - Attorney
Haines
Alaska

Dear Mr. Riley:

For some time past we have been endeavoring to negotiate with Eli Phillips who has a one-family dwelling on the following property:

ALL the following described real property as shown on Presbyterian Mission Plat, Subdivision of a Fraction of U.S.Survey No.735 dated August 19, 1957, as per map filed in Recorder's Office at Haines, Alaska:
Lot 2 in Block 1

Due to the fact that Mr. Phillips is an Indian and a product of our Mission schools, the Board has been very lenient in its dealings with him. We finally agreed to sell him as a special concession the land on which his house stands for the sum of $120.00 and even offered to let him have the deed after he had paid this sum over a period of twelve months in monthly instalments of $10 each. The deed has been deposited with William D. Wiley, Superintendent of Haines House. Mr. Wiley advises me, however, that Mr. Phillips has paid nothing.

I will appreciate it if you will arrange to see Mr. Phillips and let me know what his attitude is. If he is unwilling to complete even this simple transaction then we must take steps to obtain possession of the property. My assistant, Mr. William H. Irvine, a member of the New York Bar, will be in Haines early in July.

I am writing you separately about Mr. Searcey as soon as I have a chance to show Mr. Thos. H. Cox your letter of May 28, 1958.

With kind regards, I am

Sincerely yours,

L.N.T.

Lucien N. Tribus
Legal Counsel

LNT:D
cc: Mr. William D. Wiley
Dept.of Educational & Medical Work

BURKE RILEY
ATTORNEY AT LAW
HAINES, ALASKA

C O P Y

June 10, 1958

Dear :

At its last meeting the Common Council of Haines adopted the ordinance authorizing issuance of a quit claim deed to you covering the tideland property which lies in front of your lot between the line of mean high tide and the pierhead line when established. An officer of the First National Bank of Juneau had earlier appraised the property at $____, which is the price the Council set.

As discussed with you earlier, the City has nothing to sell at this time and may only convey to you its right, title and interest in said tideland property, which right, title and interest are prospective in nature. Under the law the Territory may ultimately convey such properties to the City, in which event the City would be obliged to convey by warranty deed to you. As you know, the City has been disposed to proceed in this manner in anticipation of eventual conveyance to the City by the Territory.

Quite frankly, I should not be surprised if such anticipatory transactions receive very careful scruting from the Territory before the properties affected are released by the Territory. I mention this to you again only to emphasize that at this time the City can give you no more than a quit claim deed to its rights in the property and that in so doing the City cannot guarantee that a warranty deed will be forthcoming later.

Since the City has been giving the matter this approach you are probably justified in following the course already set, although I shall not undertake to comment on the wisdom of that course from a policy standpoint.

The City Clerk has advised me that on receipt of your check a quit claim deed will be executed. The check should be made payable to the Town of Haines.

Sincerely yours,

/s/ Burke Riley

10/8

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO

FROM Mr. Tribus' letter of July 16, 1958 to DATE 7-4-58

RE: Mr. Burke Riley, Haines, Alaska

Re Eli Phillips

"Mr. Irvine of my office returned today. He stated that he had a very satisfactory interview with you concerning some of the problems now confronting us at Haines. We would appreciate it if you would see that Eli Phillips either takes advantage of our very generous offer to let him have the property at $120.00 or that he moved."

BURKE RILEY
ATTORNEY AT LAW
HAINES, ALASKA

August 19, 1958

Mr. Lucien H. Tribus, Counsel
Board of National Missions of
the Presbyterian Church in the USA
156 Fifth Avenue
New York, N. Y.

RECEIVED
AUG 22 1958
MORTGAGES & PROPERTY

Dear Luke:

Am sorry that I haven't met your August 12th deadline for reply but have have had an harrassed life these past several weeks. The head of the house has been hospitalized; I have the duty, and efficiency is something less than normal.

As to Phillips, I have contacted him a ti me or two without result. Intentions are good but haven't led to results. If you should care to convey the property to me for $120.00 I would allow him free rent for a year during which time he could find other quarters. Actually, the place is an eyesore; a condition which will worsen, rather than improve, as the community grows. If the Board is really serious in its declarations about community planning, the Phillips case is a denial of that policy. Phillips is a friend and I shouldn't care to push him around. But the Board may have to live with a situation of its own creation if it encourages the maintenance of that set-up in the middle of town.

As to the tidelands which lie seaward of Mission property, I provided Mr. Irvine both the pertinent Federal and Territorial statutes which were enacted in 1957. Rather than embark on a detailed recital of the whole matter, I am enclosing copy of a letter I sent to a fellow who had somewhat the same problem here in Haines. As I see it, it is largely a policy question which the Mission will have to resolve. Personally, I tend to the belief that the City, in "jumping the gun" simply invites closer scrutiny by Territorial, or State, agencies than would be the case otherwise. My last reference to "Mission" should, of course, have been "Board".

Sincerely,

Copy to Mr. Cox & Ed. Thed.

August 22, 1958

RE: HAINES, ALASKA

(Mr. Eli Phillips)

Burke Riley, Esq.
Attorney at Law
Haines, Alaska

Dear Burke:

Thank you for your letter of August 19, 1958 with regard to Mr. Eli Phillips. I do not believe that I can obtain authority from the Board to convey the property to you. I assure you, however, that we are interested in doing our part to preserve the character of the Haines community. We made the offer to Mr. Phillips because he is an Indian and this Board has a very definite responsibility towards the Indians. Our thought was that when Mr. Phillips became the owner of the land on which his house is located, he would take a personal pride in keeping it up. If he failed to do this and allows his property to become a public nuisance, the City of Haines is certainly free to take whatever steps are necessary to eliminate the nuisance.

I have talked with Mr. Cox and both he and I urge that you take whatever legal steps are necessary to remove Mr. Phillips from the premises if he will not go through with the transaction. We are leaving this matter in your hands as our attorney. It is our hope that you can prevail upon Mr. Phillips to accept this extremely favorable offer; otherwise you will have no recourse other than to proceed against him.

I was sorry to learn about your wife's illness and hope that by now she has returned to good health.

With kind regards, I am

Sincerely yours,

Lucien M. Tribus
Legal Counsel

LMT:F
CC: Mr. Thos. B. Cox

12/2

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO

FROM DATE

RE: Phillips Lease

Excerpt from Mr. Tribus' letter of 10/31/58 to Mr. Burke Riley

"I have not done anything further on the Phillips matter except to advise Miss Gladfelter and Mr. Cox with regard to your proposal, namely that we sell the Phillips property to you and that you will then undertake to remove him from the premises within a period of one year. I have not as yet had a decision."

W H-8

Wes H-2

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Miss Gladfelter
FROM Miss Irvine DATE November 20, 1958
RE:

I checked with Mr. Wiley about the Phillips lease and found that Mr. Phillips keeps promising to begin making payments but does nothing. Mr. Wiley is bringing it to his attention repeatedly, in hopes that eventually he will come through with this. He is regularly employed at the tank farm so there seems to be no reason why he should not begin making payments.

HEI :cmh

11/25
Mr. Tibbs is handling.
HSG

Miss Gladfelter
Miss Irvine

November 20, 1958

I checked with Mr. Wiley about the Phillips lease and found that Mr. Phillips keeps promising to begin making payments but does nothing. Mr. Wiley is bringing it to his attention repeatedly, in hopes that eventually he will come through with this. He is regularly employed at the tank farm so there seems to be no reason why he should not begin making payments.

HEI :cmh

Tucson Indian Training School

802 West Ajo Way
Tucson 9, Arizona

Owned and operated by
Board of National Missions
of the
United Presbyterian Church in the United States of America

William D. Hennessy, Jr., Superintendent

November 21, 1958

Mr. Lucien H. Tribus
Legal Counsel
Board of National Missions of the
United Presbyterian Church in the U.S.A.
156 Fifth Avenue
New York 10, New York

Dear Mr. Tribus:

Following receipt of your letter of November 13 I telephoned Mr. Marvin Cohen in the County Attorney's office, and he in turn arranged a conference which met this morning to discuss the terms of rental of our classrooms to Pueblo High School.

The meeting was in the County Attorney's office and was attended by Mr. Marvin Cohen of the County Attorney's office, Mr. Herbert H. Cooper, Coordinator of Auxiliary Agencies, Tucson Public Schools, Mr. Joseph W. Magee, Assistant Superintendent in charge of ~~Public~~ Affairs, Tucson Public Schools, Mr. Walter E. Lovejoy, Sr., Trustee in Trust, Presbytery of Southern Arizona, and me.

We agreed upon terms for the rental of the classrooms which included the following provisions:

1. A rental payment of 10¢ per day for the average number of pupils served each period during a day's schedule for the 180 days of the school year. The agreement is to make clear that this payment is to refund to the Board of National Missions the amount of actual cost of providing the classrooms. To emphasize this point our Board agrees to refund to the school district the amount of any overcharge which this arrangement may cause us to make.

2. The school district agrees to assure us against loss in the event that our property becomes taxable by reasons of this agreement by paying to us an amount equal to the amount of taxes levied as a result of this agreement.

3. The school district assumes full responsibility for the safety of the students and staff occupying or using our premises in connection with this agreement.

4. While I am not sure that janitorial services are mentioned in the agreement, it is understood that the above payment entitles the school to use the properties mentioned and that responsibility for custody rests with the school district.

I believe Mr. Lovejoy is also writing you about the meeting. Since he is more cognizance of legal terminology than I am, he will be able to present a clearer and more accurate description of the agreement than I have.

Sincerely yours,

WDH:kb

William D. Hennessy, Jr.

cc: Miss Katherine E. Gladfelter
Department of Educational & Medical Work
Board of National Missions
156 Fifth Avenue
New York 10, New York

Mr. Walter E. Lovejoy, Sr.
Arizona Trust Co.
136 North Stone Avenue
Tucson, Arizona

November 26, 1958

RE: HAINES, ALASKA

CERTIFIED MAIL

Mr. Eli Phillips
Haines
Alaska

Dear Mr. Phillips:

In Mr. Tribus' absence I am writing to you to inform you of a Board action taken this past week concerning the Board-owned property which you are presently occupying. At the meeting Mr. Tribus reported that despite agreement to purchase the property in question, there has been no action on your part to effect a sale. It was therefore voted that the offer of $120 be kept open until December 31, 1958. If you do not signify your acceptance of this offer by forwarding to this office a check in that amount by December 31st, the offer is to be considered terminated and appropriate action will be taken by the Board. The check should of course be made out to the Board of National Missions of the United Presbyterian Church in the United States of America and may be delivered to me in escrow. Upon receipt of your check a deed will be drawn whereby the property will be conveyed to you.

Sincerely yours,

William H. Irvine
Legal Department

WHI:D
cc: Dept. of Educational & Medical Work
Mr. William D. Wiley

February 17, 1959

Mr. Lucien H. Tribus
Board of National Missions
156 Fifth Avenue
New York 10, New York

Dear Mr. Tribus: Re: Phillips property

Enclosed you will find the Phillips property deed. I hope that you will give approval to the following recommendation, as this appears to be a final solution to this long existing problem.

Mr. Searcey, the mayor of Haines, informs me that about two years ago, the city confiscated the Phillips' house for delinquent taxes and placed it on sale at public auction with several other buildings. However, the building did not sell. Since the fire, the Phillips family have moved to another location, and the city has now notified Mr. Phillips that they were to remove any personal belongings or anything they want from the building--that the city is removing it and destroying it. Mr. Searcey told me that this would also include the old cars, etc., which are cluttering up the property. Having read over the former lease which Mr. Phillips had, it would be my assumption that the Board of National Missions would have first legal claim to the building, since Mr. Phillips did not meet the requirements of the lease. However, I see no reason for any action of this type, and feel the best solution to the problem is to give the City permission which they are requesting from us to go onto the property, and remove the building.

I have discussed this with Mr. Duncaster and with Rev. Hartmann, and they are both in complete agreement with this action.

Mr. Phillips did send one of the girls here with a $20.00 payment on the 6th of December. Will you also give me instructions to return this $20.00 to Mr. Phillips.

Very sincerely yours,

William D. Wiley

William D. Wiley, Director

WDW:ec
CC: Katharine E. Gladfelter
Brian Cleworth
Henry D. Hartmann

Miss Gladfelter

March 2, 1959

RE: HAINES, ALASKA
(Eli Phillips)

Mr. Kenneth Searcey, Mayor
City of Haines
Alaska

Dear Mr. Searcey:

We have been advised by William D. Wiley, Director of Haines House, that the City of Haines has confiscated the Eli Phillips house for delinquent taxes and placed it on sale at public auction. We have been further advised that the house has been mostly destroyed by fire and that the City of Haines has notified the Phillips's to move their personal belongings and that the City is moving and destroying the house and taking steps to remove the debris which clutters up the Board's land.

The Board for some time leased the property to Mr. Phillips at a very nominal rental. The lease has not been in effect since December 31, 1956. Mr. Phillips, however, continued to occupy the premises and we offered to sell him the land and building at a very small consideration. Mr. Phillips has no title to the property; title still vests in the Board, but Mr. Phillips may have an equitable claim. We give you, however, such permission as we are legally entitled to give to enter upon the property and remove the debris, in which we have no interest whatsoever.

We appreciate very much the cooperation of the City of Haines in this matter.

Sincerely yours,

L.U.T.

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Miss Katharine E. Gladfelter ✓
Mr. Thos. F. Cox

R E L E A S E

In consideration of the return of $20.00 paid by me, the undersigned, Eli Phillips, towards the purchase of Lot 2 in Block 1 as shown on Presbyterian Mission Plat, Subdivision of a fraction of U.S.Survey No.735 dated August 19, 1957, as per map filed in Recorder's Office at Haines, Alaska, I relinquish any claim that I may have in said land, to and in favor of the Board of National Missions of the United Presbyterian Church in the United States of America, a corporation with offices at 156 Fifth Avenue, New York 10, New York.

Witness:

_____ _____

Eli Phillips

Date: March ____, 1959

Mr. Grosfell

A G R E E M E N T

Mr. Eli Phillips, the undersigned, agrees to pay to the Board of National Missions of the United Presbyterian Church in the United States of America, the total sum of $120.00 in monthly instalments of $10.00 each, said instalments to be paid on or before t e 15th day of each and every month until the entire sum has been paid, which amount represents the purchase price in full of the following property now occupied by him, namely:

> Lot 2 in Block 1 as shown on Presbyterian Mission Plat, Subdivision of a Fraction of U.S.Survey No.735 dated August 19, 1957, as per map filed in Recorder's Office at Haines, Alaska

Mr. Phillips agrees that until the entire principal amount has been paid in accordance with the terms herein set forth, he is a tenant and has no legal or equitable interest in the land; and in the event of his failure to complete the payments, all payments made on account of this contract shall be considered as rent and will be the property of the Board of National Missions of the United Presbyterian Church in the United States of America. Upon completion of the payments, the Board will cause to be executed and delivered to the said Mr. Eli Phillips a good and sufficient deed without warranty conveying title to him of the above described property.

Witness

_____ _____

Eli Phillips

Date: _____, 1959

Miss Gladfelter

WD
B 2 8

mailed 3/10/59

March 2, 1959

RE: HAINES, ALASKA
(Eli Phillips)

Mr. William D. Wiley, Superintendent
Haines House
Haines, Alaska

Dear Mr. Wiley:

I am enclosing a copy of a letter which I have addressed to Mr. Kenneth Searcey of the City of Haines, giving the City any authority which the Board may have the right to give to enter upon the property occupied by Mr. Eli Phillips and remove the debris. I am sorry that you did not let us know that Mr. Phillips had been making payments on his contract to purchase the property until February 1959. I had advised you that I had offered, with the authority of the Board, the privilege of allowing Mr. Phillips to pay for the property in monthly installments of $10 each and that when the purchase price of $120 had been paid that he was to receive the deed. I note from your letter that Mr. Phillips has paid a $20 payment on the 6th of December, 1958. This means that he has paid the December 1958 and January 1959 installments.

In all good conscience as long as Mr. Phillips continues to pay, we must live up to the arrangement which we made. Probably the arrangement is not legally binding because we have never heard from Mr. Phillips in any way, either accepting or declining the offer. However, I feel very strongly that we have a moral obligation to Mr. Phillips which the Board cannot afford to overlook. I am therefore returning the deed and asking you to hold it pending full payment by Mr. Phillips.

When you receive this letter kindly get in touch with Mr. Phillips and ascertain his intentions. If he does not intend to continue the payments then you can return the $20 to him and have him sign the enclosed release. Mr. Phillips' payments to you as the Board's agent were made on December 6, 1958 in accordance with your letter. Mr. Irvine's letter sent to Phillips by registered mail, copy of which was also sent to you, gave Mr. Phillips until December 31, 1958 to pay the sum of $120. However, by prior letter we had agreed to accept the payment of $10 monthly to make it easy for Mr. Phillips. I believe that for the protection of Mr. Phillips and the Board he should also sign the enclosed agreement of purchase. We will send documentary stamps to you so that they may be placed on the deed and marked 'cancelled' if Mr. Phillips completes his contract. Should you leave Alaska or be transferred, you could deposit the deed in escrow with Mrs. Young.

I am sorry this rather small matter has caused so much trouble all the way around but I have noticed it is often the small matters that require the greatest amount of work.

Sincerely yours,

L.H.T

Lucien H. Tribus
Legal Counsel

LHT:D
Enc.

cc: Miss Gladfelter
Mr. Cox

March 10, 1959

RE: HAINES, ALASKA
(Eli Phillips)
(Kenneth L. Searcey)

Burke Riley, Esq.
P.O.Box 2508
Juneau, Alaska

Dear Burke:

Mr. Cox has asked that I answer your letter to him of February 1, 1959. I will try to do so and hope that the answer is satisfactory. In the first place we are not starting any double standard of prices at Haines; in the second place the prices that were fixed for the lots were made upon consultation with a competent appraiser and after talking with both you and Mr. Muncaster. These prices are to serve as guides and we, as I have always said, are perfectly willing to discuss any offer.

The price of $120.00 given Mr. Eli Phillips was one which I was instructed to fix by the Board for the reason that Mr. Phillips is an Indian, a product of our mission school; and it was hoped that if he became a property owner, even though he paid only a small sum, that he would take an owner's pride in his possession. We tried every possible way to get Mr. Phillips to act. Finally, because the property was an eyesore and because we appeared to be getting nowhere, we asked you to take steps as our attorney in eviction proceedings. Mr. Phillips has now started to pay for the property and I have sent him, through Mr. Wiley, a contract of sale and have returned the deed to Mr. Wiley to be delivered to Mr. Phillips if he completes payment of the purchase price. Mr. Cox is fully aware of all that I have done and I have done nothing without his approval.

I have had a letter from Mr. Searcey and he is very anxious to get started on his lease. Will you please let me know by return mail whether you wish to continue to act as our attorney in the Searcey matter?

I have been quite sick and have been out of the office for some time and am glad to be back. I hope that you and your family are well and that you can see fit to act on our behalf in cooperation with the firm of Faulkner, Banfield & Boochever.

Sincerely yours,

Lucien H. Tribus
Legal Counsel

LHT:D

March 30, 1959

Mr. Lucien Tribus
Board of National Missions
156 Fifth Avenue
New York 10, New York

Dear Mr. Tribus: Re: Eli Phillips Property

I went to see Mr. Phillips, and he signed the agreement to complete the purchase of the property. Mr. Phillips also paid an additional $20.00 for the property.

You may be interested to know also that Mr. Phillips claims he was not notified of his taxes, and is therefore taking steps to prevent the city from taking over his house as a result of delinquent taxes. I do not know yet what the outcome will be, but judging from the rest of the city practices and procedures, I doubt if they have any evidence to substantiate their side in this matter.

Very sincerely yours,

William D. Wiley, Director

WDW:ec
CC: K. E. Gladfelter
B. Cleworth
H. D. Hartmann

El Arch.
This Covered
BAD Ltr

April 15, 1959

RE: HAINES, ALASKA
(Eli Phillips Property)

Mr. William D. Wiley, Director
Haines House
Haines, Alaska

Dear Mr. Wiley:

Thank you for your letter dated March 30, 1959, which was received by this office on April 6th.

Kindly return, marked for my attention, the agreement of purchase I forwarded to you with my letter of March 2nd and which you state has been signed by Mr. Eli Phillips. Also please forward to our Treasury Department the $20.00 payment made by Mr. Phillips on December 6, 1958 and the additional $20.00 paid by him as per your letter of March 30th. This $40.00 represents December, 1958, and January, February and March, 1959, payments due as per the purchase agreement. We will look forward to the receipt of the further payments as due and when the full purchase price of $120.00 has been paid, you will see that the deed which you are holding is turned over to Mr. Phillips with the necessary revenue stamps affixed thereto.

With kind regards, I am

Sincerely yours,

L. A. T

Lucien H. Tribus
Legal Counsel

D.
cc: Dept.of Educational & Medical Work

APR 24 1959

April 18, 1959

Mr. Lucien Tribus
Board of National Missions
156 Fifth Avenue
New York 10, New York

Dear Mr. Tribus: Re: Eli Phillips property

Enclosed please find $60.00 in payment towards the Phillips property. This amount was paid in three separate payments of $20.00 each, on December 6, March 23, and April 10. You will also find enclosed a signed agreement by Mr. Phillips to purchase the property. May I point out that this leaves us with no copy of the agreement for our files, therefore can you have a photostatic copy made and sent to us, and in the future send us an extra copy on any such agreements. I have several times found myself hampered in not having copies of such agreements, especially some of them that were made with the City of Haines. You may be interested to know that I checked the city records, and apparently, the city was within their rights in confiscating the Phillips property on delinquent taxes. They had placed the property on public tax sale in September of 1956, with the two year redemption period. I advised Mr. Phillips if he wanted to keep his house to offer full payment of delinquent taxes to the city, and ask for a reconsideration. Mr. Phillips then attended the council meeting. An agreement was reached that, Mr. Phillips would pay $15.00 each pay period. When his delinquent tax bills and water bills were paid in full, he would retain possession of his house.

Very sincerely yours,

William D. Wiley, Director

WDW:ec
CC: Katharine E. Gladfelter

April 24, 1959

RE: HAINES, ALASKA
Eli Phillips Property

Mr. William D. Wiley, Director
Haines House
Haines, Alaska

Dear Mr. Wiley:

Thank you for the information contained in your letter of April 18, 1959 on the above subject. This also acknowledges receipt of the agreement signed by Mr. Eli Phillips, photostatic copy of which is enclosed for your files. Check for $60.00 paid on account of purchase price of $120.00 has been put through the Treasury, leaving a balance of $60.00 due the Board.

With kind regards, I am

Sincerely yours,

Lucien H. Tribus
Legal Counsel

D.
Enc.
cc: Dept.of Educational & Medical Work

Ed. Mt.
Mrs. Jones

August 5, 1959

RE: HAINES, ALASKA
(Lot 2 in Block 1 as shown on
Presbyterian Mission Plat)
Eli Phillips Property

Mr. William D. Wiley, Director
Haines House
Haines, Alaska

Dear Mr. Wiley:

We wrote you under date of July 1, 1959 that the June-1959 $10.00 payment from Mr. Eli Phillips had not been received and now the July payment is also delinquent and the August payment due. Please check on this matter at your earliest convenience and let us hear from you.

Sincerely yours,

Lucien H. Tribus
Legal Counsel

D.

August 10, 1959

Mr. Lucien H. Tribus
Board of National Missions
156 Fifth Avenue
New York 10, New York

Re: Eli Phillips Property

Dear Mr. Tribus:

I am sorry for not answering your letter earlier. However, when I talked to Mr. Phillips he said he was intending to continue the payments on the property. I have waited and waited and Mr. Phillips has never been around to see me. I have talked with Rev. Hartman and he feels we have been as fair as we possibly could in the situation. Also on the past Fourth of July I observed Mr. and Mrs. Phillips spending a good portion of the night in a nearby bar with their oldest son apparently trying to get them to go home. After seeing this it left me with very little patience or sympathy for Mr. Phillips. Mrs. Phillips did send one of the girls up with a $10 bill yesterday. I told her that that was not the full amount that was due and that I was sending the deed back to you. I told the girl that if her mother wanted to send the full amount due in to you for your further consideration, I would do that. However, I am asking no further leniency for Mr. Phillips.

Very sincerely yours,

William D. Wiley
Director

WDW:ml
CC: Miss Katharine Gladfelter
Rev. Henry Hartman

Rev. H. H. Phillips

August 17, 1959

Mr. Lucius Tribus
Board of National Missions
156 Fifth Avenue
New York 10, New York

Re: Phillips' Property

Dear Mr. Tribus:

I guess Phillips suddenly realized we were not fooling around with them any longer so on Thurday of last week, Mrs. Phillips came up and gave me $60.00 which completes the payments on their property, if you want to accept. I told Mrs. Phillips I had already returned the deed to you and since they had not kept the agreement that I had no assurance that they were still entitled to the property and that you would return the deed to me once again. I told her that if you did not return the deed I was sure that you would return this last payment of $60.00. Although I am sure that they realize that themoney already paid in was to be forfeited, in case they didn't complete the payments.

I will now await your further consideration.

Very sincerely yours,

William D. Wiley
Director

WDW:ml
Enc.
Dictated by Mr. Wiley
but signed in his absence
CC: Katharine E. Gladfelter
Rev. Henry Hartman

AUG 24 1959

Do Not Use This Space

MEMORANDUM FOR TREASURY

Board of National Missions

Date August 24, 1959

Amount $ 60.00

Remitter William D. Wiley, Director Address Haines House, Haines, Alaska

Donor Address

Account to be Credited Balance purchase price of Lot 2, Block 1, Haines, Alaska as per Agreement with ELI PHILLIPS, Purchaser, dated March 23, 1959.

Additional Information

In absence of/or for
Treasurer, United Presbyterian Church in the U.S.A.
by L. B. Foreman
Treasurer and/or Bldg. and Loan

C.C. to Ed. & Med.

SEP 2 1959

September 1, 1959

RE: HAINES, ALASKA

Mr. John D. Dobler
Dobler Insurance Agency
P.O.Box 162
Haines, Alaska

Dear Mr. Dobler:

You will want to keep the Haines plat recently sent you up to date. Therefore, kindly mark off the following property, which sale to Mr. Eli Phillips was recently consummated:

Lot 2, Block 1

Sincerely yours,

Lucien H. Tribus
Legal Counsel

D.